



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 11] नई दिल्ली, मार्च 8-मार्च 14, 2009, शनिवार/फाल्गुन 17-फाल्गुन 23, 1930
No. 11] NEW DELHI, MARCH 8-MARCH 14, 2009, SATURDAY/PHALGUNA 17-PHALGUNA 23, 1930

इस भाग में धिन पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 28 फरवरी, 2009

का.आ. 604.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तमिलनाडु राज्य सरकार, गृह विभाग (राजनीतिक VIII) की अधिसूचना सं. 13933/पीओएल. VII/2009 दिनांक 23-02-2009 द्वारा प्राप्त सहमति से दिनांक 19-02-2009 को उच्च न्यायालय परिसर के भीतर शांति भंग करने के संबंध में बी-4, उच्च न्यायालय, पुलिस थाना, उच्च न्यायालय कैम्पस, चेन्नई-104, तमिलनाडु में भारतीय दंड संहिता 1860 की धारा 147, 353, 332, 450, 436 एवं 307 के तहत दर्ज एफआईआर सं. 15/2009 के अधीन दंडनीय अपराध और उक्त अपराध से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और षड्यंत्रों और उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण तमिलनाडु राज्य पर करती है।

[सं. 228/10/2009-एवीडी-II]

मनीषा सक्सेना, उप-सचिव

(1155)

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 28th February, 2009

S.O. 604.—In exercise of the powers conferred by sub-section (1) of Section 5, read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, Home (POL. VIII) Department vide Notification No. 13933/Pol. VII/2009 dated 23-2-2009, extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tamil Nadu for the investigation of FIR No. 15/2009 under Sections 147, 353, 332, 450, 436 and 307 of the Indian Penal Code registered at B-4, High Court Police Station, High Court Campus, Chennai-104, Tamil Nadu pertaining to disturbance of Tranquility within the High Court premises on 19-2-2009 and attempts, abetments and conspiracies in relation to or in connection with the offences mentioned above and any other offence of offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/10/2009-AVD-II]
MANISHA SAXENA, Dy. Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 605.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार, की अधिसूचना सं. एचडी 203 सीओडी 2008 दिनांक 29-12-2008 द्वारा प्राप्त सहमति से सुश्री टी. मुकथम्बा, श्री बालाकृष्णा, मैसर्स राहुल फार्मा, बंगलौर, मैसर्स एसोसिएट्स, हुबली, कर्नाटक और के.एस.ए.पी.एस./निजी फर्म के अन्य अज्ञात अधिकारियों/व्यक्तियों के विरुद्ध राष्ट्रीय एड्स नियंत्रण संगठन (नाको) स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार, नई दिल्ली द्वारा प्रदत्त निधि के सकल दुरुपयोग के संबंध में आईपीसी की धारा 120-बी सपठित आईपीसी की धारा 420 और भ्रष्टाचार निवारण अधिनियम, 1988 की धारा 13(2) सपठित धारा 13(1)(डी) के तहत दर्ज आपराधिक मामले और उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों को दर्ज और इनका अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/2/2009-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 605.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD 203 COD 2008 dated 29-12-2008 hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for the registration and investigation of Criminal Case U/s. 120-B IPC r/w 420 IPC and Section 13(2) r/w 13(1)(d) of Prevention of Corruption Act, 1988 against Ms. T. Mukthambha, Shri Bala Krishna, M/s. Rahul Pharma, Bangalore M/s. Associates, Hubly, Karnataka and other unknown officials of KSAPS/Private firms/individuals in relation to matter of gross misuse of Funds provided by National Aids Control Organisation (NACO), Ministry of Health & Family Welfare, Govt. of India, New Delhi and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/2/2009-AVD-II]

CHANDRA PRAKASH, Under Secy.

नई दिल्ली, 6 मार्च, 2009

का.आ. 606.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तमिलनाडु राज्य सरकार, गृह (पुलिस VII) विभाग की अधिसूचना सं. जी.ओ.एम.सं. 1600 दिनांक 29 अक्टूबर, 2007 द्वारा प्राप्त सहमति से भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 420 सपठित धारा 34 और 120-बी के अधीन दर्ज आपराधिक मामला सं. 729/2003 के अधीन दंडनीय अपराध और उक्त अपराध से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों

और षडयंत्रों और उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण तमिलनाडु राज्य पर करती है।

[सं. 228/62/2007-एवीडी-II]

चंद्र प्रकाश, अवर सचिव

New Delhi, the 6th March, 2009

S.O. 606.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, Home (Police-VII) Department vide Notification G.O. M. No. 1600 dated 29th October, 2007, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Tamil Nadu for investigation of Crime No. 729/2003 under section 420 read with Sections 34 and 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/62/2007-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 मार्च, 2009

का.आ. 607.—राष्ट्रीयकृत बैंक (प्रबन्ध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खण्ड 3 के उप खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार, एतद्वारा, श्री संजीव जैन को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों के लिए अथवा अगला आदेश होने तक, जो भी पहले हो, यूको बैंक के निदेशक मंडल में अंशकालिक गैर- सरकारी निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/19/2007-बीओ-I]

डॉ. तरसेम चन्द, उप सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 3rd March, 2009

S.O. 607.—In exercise of the powers conferred by sub-sections 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Sanjeev Jain as part-time Non-official Director on the Board of Directors of UCO Bank, for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F. No. 9/19/2007-BO-I]

Dr. TARSEM CHAND, Dy. Secy.

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 19 फरवरी, 2009

का. आ. 608.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में राजस्व विभाग के निम्नलिखित कार्यालयों, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

1. आयकर अपर आयुक्त, पंचकुला रेंज, पंचकुला ।
2. आयकर अपर आयुक्त, अम्बाला रेंज, अम्बाला ।
3. आयकर अपर आयुक्त, यमुनानगर रेंज, यमुनानगर ।
4. आयकर अपर आयुक्त, करनाल रेंज, करनाल ।
5. आयकर अपर आयुक्त, पानीपत रेंज, पानीपत ।
6. आयकर अपर आयुक्त, कुरुक्षेत्र रेंज, कुरुक्षेत्र ।
7. आयकर अपर आयुक्त, रोहतक रेंज, रोहतक ।
8. आयकर अपर आयुक्त, सोनीपत रेंज, सोनीपत ।
9. आयकर अपर आयुक्त, रिवाड़ी रेंज, रिवाड़ी ।
10. आयकर अपर आयुक्त, हिसार रेंज, हिसार ।
11. आयकर अपर आयुक्त, सिरसा रेंज, सिरसा ।
12. आयकर अपर आयुक्त, भिवानी रेंज, भिवानी ।
13. आयकर अपर आयुक्त, फरीदाबाद रेंज-1, फरीदाबाद ।
14. आयकर अपर आयुक्त, फरीदाबाद रेंज-2, फरीदाबाद ।
15. आयकर अपर आयुक्त, गुड़गांव रेंज, गुड़गांव ।

[फा. सं. ए-11017/2/2009-हिन्दी-III]

मधु शर्मा, निदेशक (राजभाषा)

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 19th February, 2009

S. O. 608.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the Department of Revenue, whereof more than 80% of the staff have acquired the working knowledge of Hindi :—

1. Additional Commissioner of Income Tax, Panchkula Range, Panchkula.
2. Additional Commissioner of Income Tax, Ambala Range, Ambala.
3. Additional Commissioner of Income Tax, Yamunanagar Range, Yamunanagar.
4. Additional Commissioner of Income Tax, Karnal Range, Karnal.
5. Additional Commissioner of Income Tax, Panipat Range, Panipat.
6. Additional Commissioner of Income Tax, Kurukshetra Range, Kurukshetra.
7. Additional Commissioner of Income Tax, Rohtak Range, Rohtak.

8. Additional Commissioner of Income Tax, Sonapat Range, Sonapat.
9. Additional Commissioner of Income Tax, Rewari Range, Rewari.
10. Additional Commissioner of Income Tax, Hissar Range, Hissar.
11. Additional Commissioner of Income Tax, Sirsa Range, Sirsa.
12. Additional Commissioner of Income Tax, Bhiwani Range, Bhiwani.
13. Additional Commissioner of Income Tax, Faridabad Range-1, Faridabad.
14. Additional Commissioner of Income Tax, Faridabad Range-2, Faridabad.
15. Additional Commissioner of Income Tax, Gurgaon Range, Gurgaon.

[F. No. A-11017/2/2009-Hindi-III]
MADHU SHARMA, Director (OL)

कार्यालय मुख्य आयकर आयुक्त

जयपुर, 27 फरवरी, 2009

सं. 17/2008-09

का. आ. 609.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, जयपुर एतद्द्वारा निर्धारण वर्ष 2008-09 एवम आगे के लिए कथित धारा के उद्देश्य से “हरि देवी झुथाराम शिशु सदन, पिलानी, जिला-झुन्झुनू” को स्वीकृति देते हैं :

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे ।

[क्रमांक:सुआआ/अआआ/(मु)/जय/10(23सी)(vi)/08-09/4143]

बी. एस. धिल्लों, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER
OF INCOME TAX

Jaipur the 27th February, 2009

No. 17/2008-09

S. O. 609.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Hari Davi Jhutharam Shishu Sadan, Pilani, Distt-Jhunjhunu” for the purpose of said section for the A. Y. 2008-09 & onwards.

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2008-09/4143]
B. S. DHILLON, Chief Commissioner of Income-tax

जयपुर, 4 मार्च, 2009

सं. 18/2008-09

का. आ. 610.—आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुख्य आयकर आयुक्त, जयपुर एतद्वारा निधरिण वर्ष 2005-06 एवम आगे के लिए कथित धारा के उद्देश्य से "टैगोर विद्या भवन सोसायटी, जयपुर" को स्वीकृति देते हैं :

बशर्ते कि समिति आयकर नियम, 1962 के नियम 2 सी ए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उपखण्ड (23सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक: मुआआ/अआआ/(मु.)/जय/10(23सी)(vi)/08-09/4209]

बी. एस. दिल्ली, मुख्य आयकर आयुक्त

Jaipur, the 4th March, 2009

No. 18/2008-09

S. O. 610.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves "Tagore Vidhya Bhawan Society, Jaipur" for the purpose of said section for the A. Y. 2005-06 & onwards:

Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl.CIT(Hqrs.)/10(23C)(vi)/2008-09/4209]

B. S. DHILLON, Chief Commissioner of Income-tax

स्वास्थ्य और परिवार कल्याण मंत्रालय
(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 27 फरवरी, 2009

का. आ. 611.—भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की प्रथम अनुसूची में अर्हता की नाम पद्धति में परिवर्तन के कारण एतद्वारा निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में —

(क) "छत्रपति शाहूजी महाराज मेडिकल यूनिवर्सिटी, लखनऊ" के सामने शीर्षक 'मान्यताप्राप्त चिकित्सा अर्हता' (इसके आगे स्तंभ (2) के रूप में संदर्भित) के अधीन अंतिम प्रविष्टि और उससे संबंधित प्रविष्टि के बाद शीर्षक 'पंजीकरण के लिए संक्षेपण' (इसके आगे स्तंभ (3) के रूप में संदर्भित) के अधीन निम्नलिखित अन्तः स्थापित किया जाएगा, अर्थात् :—

2	3
"मजिस्ट्रार आफ चिरुर्गाई (मूत्रविज्ञान)"	एमसीएच (मूत्र विज्ञान) (यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह छत्रपति शाहूजी महाराज मेडिकल यूनिवर्सिटी, लखनऊ में प्रशिक्षित किए जा रहे

2

3

छात्रों के संबंध में छत्रपति शाहूजी महाराज मेडिकल कालेज यूनिवर्सिटी द्वारा जुलाई, 2008 में अथवा उसके बाद प्रदान की गई हो।)

(ख) शीर्षक 'मान्यताप्राप्त चिकित्सा अर्हता' (इसके आगे स्तंभ (2) के रूप में संदर्भित) के रूप में के अंतर्गत "लखनऊ यूनिवर्सिटी/छत्रपति शाहूजी महाराज यूनिवर्सिटी/किंग जार्ज मेडिकल कालेज यूनिवर्सिटी" के सामने अंतिम प्रविष्टि तथा शीर्षक 'पंजीकरण के लिए संक्षेपण' (इसके पश्चात् स्तंभ (3) के रूप में संदर्भित) के अधीन उससे संबंधित प्रविष्टि के बाद, निम्नलिखित जोड़ा जाएगा, अर्थात् :—

2

3

"आयुर्विज्ञान वाचस्पति (सूक्ष्मजीव विज्ञान)"

एम.डी. (सूक्ष्मजीव विज्ञान)

(यह एक मान्यताप्राप्त चिकित्सा अर्हता होगी यदि यह लखनऊ यूनिवर्सिटी/छत्रपति शाहूजी महाराज यूनिवर्सिटी/किंग जार्ज मेडिकल कालेज यूनिवर्सिटी द्वारा छत्रपति शाहूजी महाराज मेडिकल यूनिवर्सिटी लखनऊ में प्रशिक्षण प्राप्त कर रहे छात्रों के संबंध में 1989 को अथवा उसके बाद प्रदान की गई हो।)

[सं. यू-12012/14/2009-एम ई(पी-II)]

राज सिंह, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 27th February, 2009

S. O. 611.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, due to change of nomenclature of the qualification namely :—

In the said Schedule—

(a) against "Chhatrapati Shahuji Maharaj Medical University, Lucknow" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely :—

2	3
"Magistrar of Chirurgiae (Urology)"	M. Ch (Urology) (This shall be a recognised medical qualification when granted by Chhatrapati Shahuji Maharaj Medical University in respect of the students being trained at Chhatrapati Shahuji Maharaj Medical University, Lucknow on or after July, 2008.

(b) against "Lucknow University/Chhatrapati Shahuji Maharaj University/King George Medical University" under the heading 'Recognised Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
"Doctor of Medicine (Microbiology)"	MD (Microbiology) (This shall be a recognised medical qualification when granted by Lucknow University/Chhatrapati Shahuji Maharaj University/King George Medical University in respect of the students being trained at Chhatrapati Shahuji Maharaj Medical University, Lucknow on or after 1989. [No. U. 12012/14/2009-ME(P. II)] RAJ SINGH, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 2 मार्च, 2009

का. आ. 612.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, पत्र सूचना कार्यालय (सूचना और प्रसारण मंत्रालय) के निम्नलिखित शाखा कार्यालयों, जिनके 80% से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:—

1. पत्र सूचना कार्यालय, देहरादून
2. पत्र सूचना कार्यालय, कोच्चि
3. पत्र सूचना कार्यालय, कानपुर
4. पत्र सूचना कार्यालय, चण्डीगढ़
5. पत्र सूचना कार्यालय, कोटा
6. पत्र सूचना कार्यालय, गंगतोक

[फा.सं. ई-11017/6/2007-हिन्दी]

प्रियम्बदा, निदेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 2nd March, 2009

S. O. 612.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following branch offices of Press Information Bureau (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi:—

1. Press Information Bureau, Dehradun
2. Press Information Bureau, Kochi
3. Press Information Bureau, Kanpur
4. Press Information Bureau, Chandigarh

5. Press Information Bureau, Kota-324007

6. Press Information Bureau, Gangtok

[F. No. E-11017/6/2007-Hindi]

PRIAMVADA, Director (O.L.)

नागर विमानन मंत्रालय

(ए ए आई अनुभाग)

नई दिल्ली, 26 फरवरी, 2009

का. आ. 613.—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 के 55) की धारा 3 के अधीन शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा नागर विमानन मंत्रालय में संयुक्त सचिव एवं वित्तीय सलाहकार श्री ई के भारत भूषण को तत्काल प्रभाव से श्रीमती विलासिनी रामचन्द्रन के स्थान पर भारतीय विमानपत्तन प्राधिकरण के बोर्ड में अंशकालिक सदस्य के रूप में नियुक्त करती है।

[सं. एवी 24015/5/94-बीबी]

ओमानंद, अवर सचिव

MINISTRY OF CIVIL AVIATION

(AAI Section)

New Delhi, the 26th February, 2009

S. O. 613.—In exercise of the powers conferred under Section 3 of the Airport Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoints Shri E. K. Bharat Bhushan, Joint Secretary and Financial Advisor in the Ministry of Civil Aviation, as part-time Member of the Board of Airport Authority of India vice Smt. Vilasini Ramachandran with immediate effect.

[No. AV. 24015/5/94-VB]

OMA NAND, Under Secy.

नई दिल्ली, 27 फरवरी, 2009

का. आ. 614.—भारतीय विमानपत्तन प्राधिकरण अधिनियम 1994 (1994 के 55) की धारा 3 और धारा 5 में दी गई शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा श्री दीपक पारेख, सज्जन जिन्दल और अरुण लक्ष्मण बोंगिरवार को भारतीय विमानपत्तन प्राधिकरण के बोर्ड में अंश कालिक सदस्य (गैर सरकारी सदस्य) के रूप में दिनांक 27 फरवरी, 2009 से 3 साल की अवधि अथवा अगले आदेशों तक, जो भी पहले हो, नियुक्त करती है।

[सं. एवी 24011/4/2005-एआई]

ओमानंद, अवर सचिव

New Delhi, the 27th February, 2009

S. O. 614.—In exercise of the powers conferred by Section 3 and Section 5 of the Airports Authority of India Act, 1994 (No. 55 of 1994), the Central Government hereby appoint S/Shri Deepak Parekh, Sajjan Jindal and Arun Laxman Bongirwar as part time Members (non-official) on the Board of Airports Authority of India w.e.f. 27th February, 2009 for a period of three years or until further orders, whichever is the earlier.

[No. AV. 24011/4/2005-AAI]

OMA NAND, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

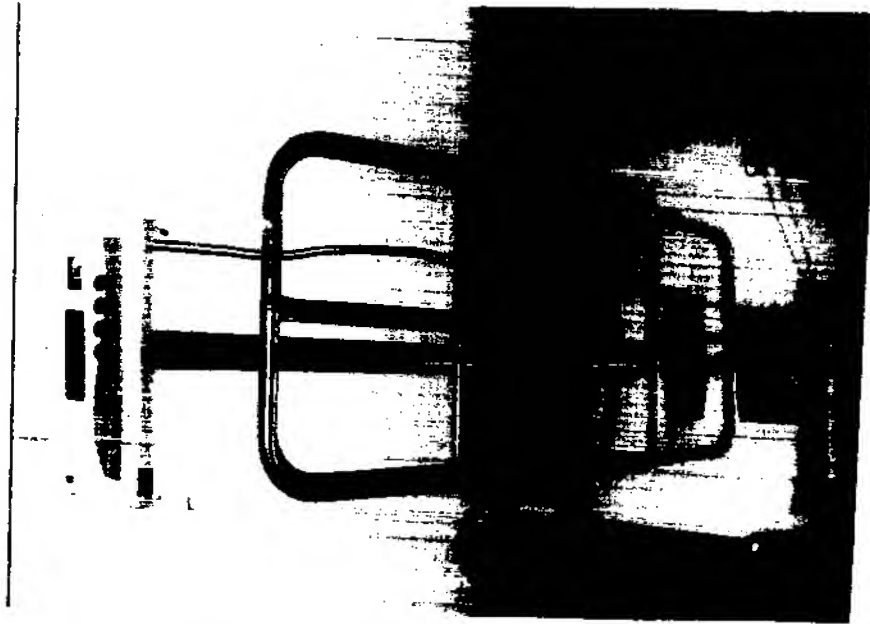
(उपभोक्ता मामले विभाग)

नई दिल्ली, 27 जून, 2008

का.आ. 615.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सेंसर कम्पलीट सॉल्यूशन आई एन सी, 9/17, हाथी पार्क, सेवा नगर, शिप्रा-रिवेरा के सामने, दिल्ली मेट्रो रोड, गाजियाबाद, उत्तर प्रदेश द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस ई पी-7" शृंखला के स्वतः सूचक, अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सेंसर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/06 समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

स्टाम्पिंग प्लेट को पेच के साथ जोड़ा गया और स्टाम्पिंग के लिए सीलिंग तार को उपकरण से निकालकर सील के साथ जोड़ा गया। सील को बेस प्लेट और उपकरण के आगे के हिस्से में छेद के माध्यम से जोड़ा गया और इन छेदों से सील तार को निकाला गया। मॉडल को सीलबंद करने का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(270)/2007]

आर. माथुरवृधम, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

New Delhi, the 27th June, 2008

S.O. 615.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (See the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating, non-automatic (Platform type) weighing instrument with digital indication of "SEP-7" series of medium accuracy (Accuracy class-III) and with brand name "SENSOR" (herein referred to as the said model), manufactured by M/s. Sensor Complete Solution Inc., 9/17, Hathi Park, Seva Nagar, Opp. Shipra-Reveira, Delhi Meerut Road, Ghaziabad, U.P. and which is assigned the approval mark IND/09/08/06;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 1000 kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

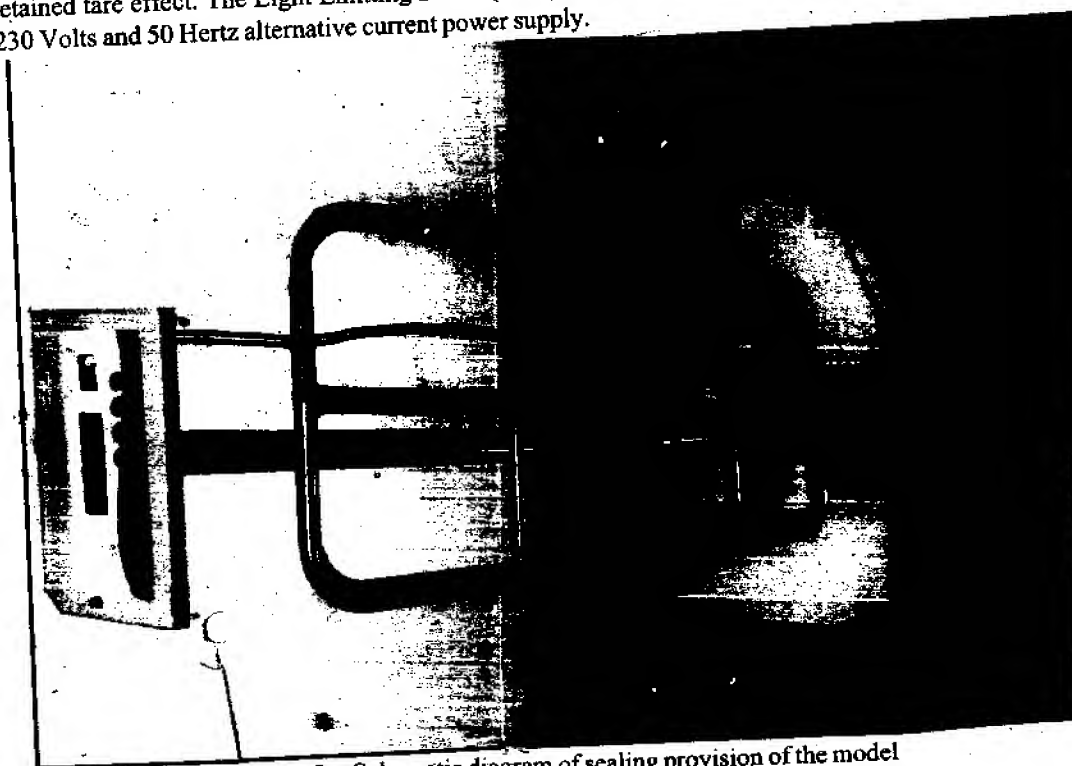


Fig. 2—Schematic diagram of sealing provision of the model

The stamping plate is fitted with screw and sealing wire is passed through body and connected to the seal for stamping. The seal is connected through hole in base plate and front of the body of the indicator and then seal wire is passed through these holes. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg and upto 5000 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (270)/2007]

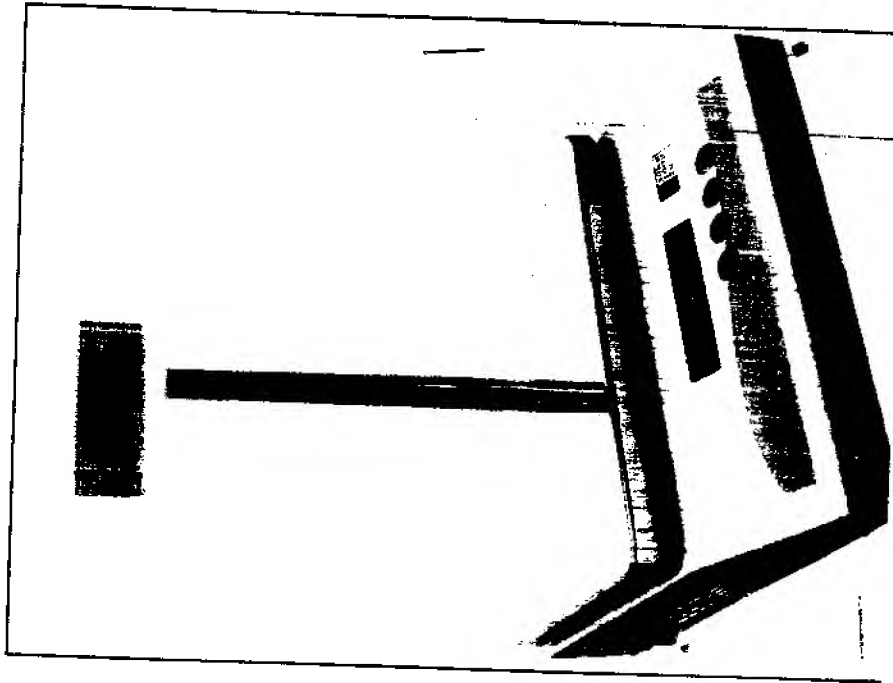
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 जून, 2008

का.आ. 616.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सेंसर कम्पलीट सॉल्यूशन आई एन सी, 9/17, हाथी पार्क, सेवा नगर, शिप्रा-रिवेरा के सामने, दिल्ली मेट्रो रोड, गाजियाबाद, उत्तर प्रदेश द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग II) वाले "एस ई टी-12" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सेंसर" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/08/05 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

स्टाम्पिंग प्लेट को पेंच के साथ जोड़ा गया और स्टाम्पिंग के लिए सीलिंग तार को उपकरण से निकालकर सील के साथ जोड़ दिया गया। सील को बेस प्लेट और उपकरण के आगे के हिस्से में छेद के माध्यम से जोड़ा गया और इन छेदों से सील तार को निकाला गया। मॉडल को सीलबंद करने का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(270)/2007]

आर. माथुरबुध्थम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th June, 2008

S.O. 616.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "SET-12" series of high accuracy (Accuracy class-II) and with brand name "SENSOR" (hereinafter referred to as the said model), manufactured by M/s. Sensor Complete Solution Inc., 9/17, Hathi Park, Seva Nagar, Opp. Shipra-Reveira, Delhi Meerut Road, Ghaziabad, U.P. and which is assigned the approval mark IND/09/08/05;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30 kg. and minimum capacity of 200g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

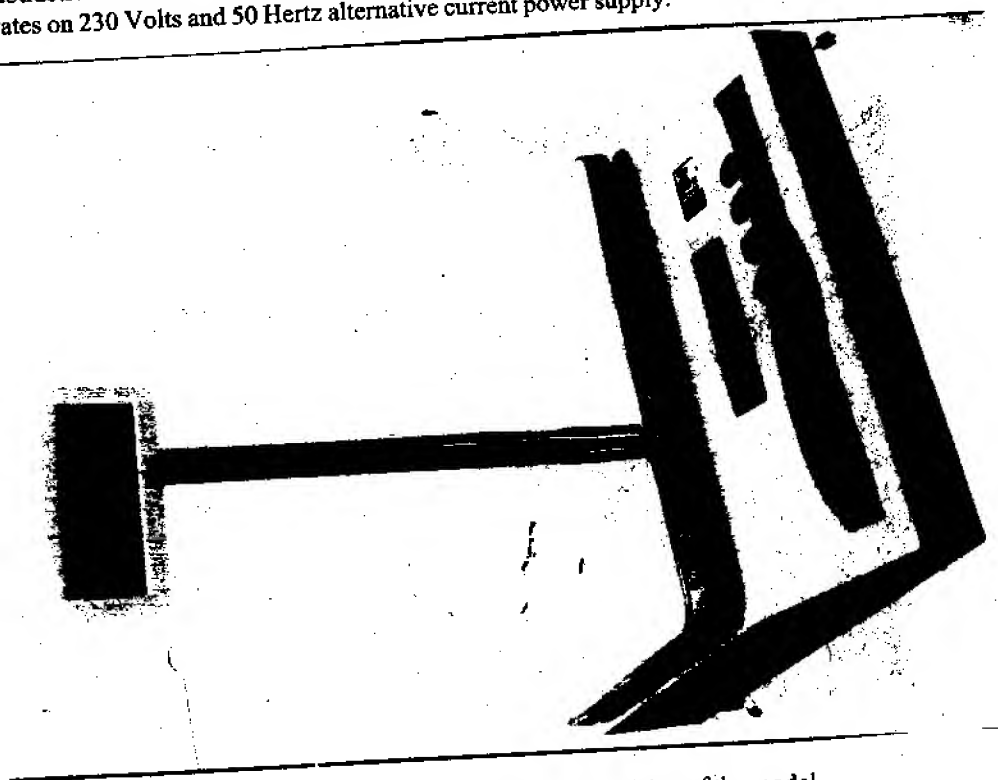


Fig. 2—Schematic diagram of sealing provision of the model

The stamping plate is fitted with screw and sealing wire is passed through body and connected to the seal for stamping. The seal is connected through hole in base plate and front of the body and then seal wire is passed through these holes. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar marks and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. and 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (270)/2007]

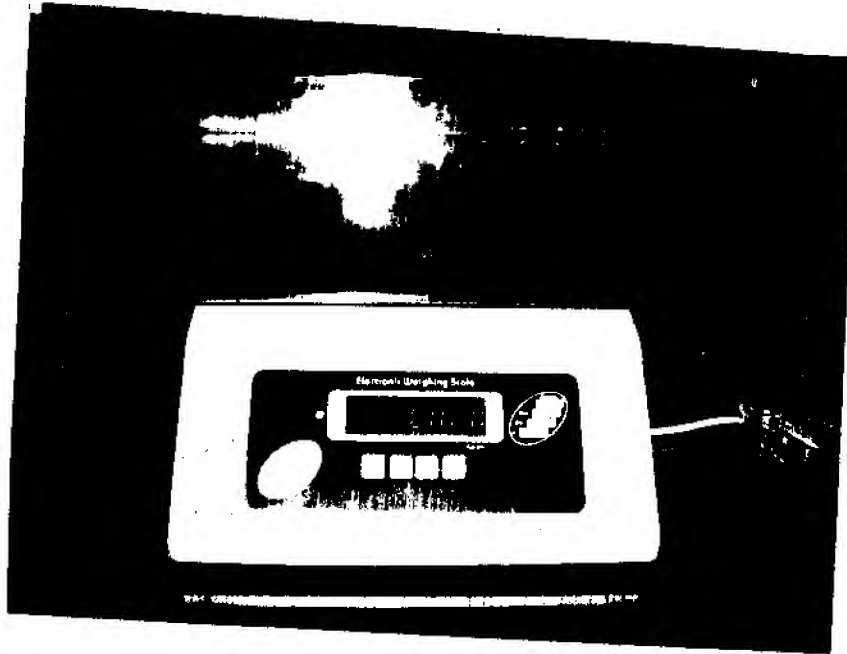
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 जून, 2008

का.आ. 617.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स हाई-टैक प्रिंसीजन इंस्ट्रूमेंट्स, महाराज विला, 640-सी, शिव नगर कालोनी, बशरतपुर, गोरखपुर द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "एच टी एस" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "हाई-टैक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/564 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत् प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

स्टाम्पिंग प्लेट के पास तोलन इंडिकेटर के पिछले भाग में पहली सील लगा दी गई है और दूसरी सील तोलन इंडिकेटर के विकर्णतः उल्टी तरफ है। मॉडल को सीलबंद करने का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि. ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू.एम. 21(269)/2007]

आर. माथुरबुध्म, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th June, 2008

S.O. 617.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Tabletop type) with digital indication of "HTS" series of high accuracy (Accuracy class-II) and with brand name "Hy-TECH" (herein referred to as the said model), manufactured by M/s. Hy-Tech Precision Instruments, Maharaja Villa, 640-C, Shiv Nagar Colony, Basharatpur, Gorakhpur, U.P. and which is assigned the approval mark IND/09/07/564;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 30 kg and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

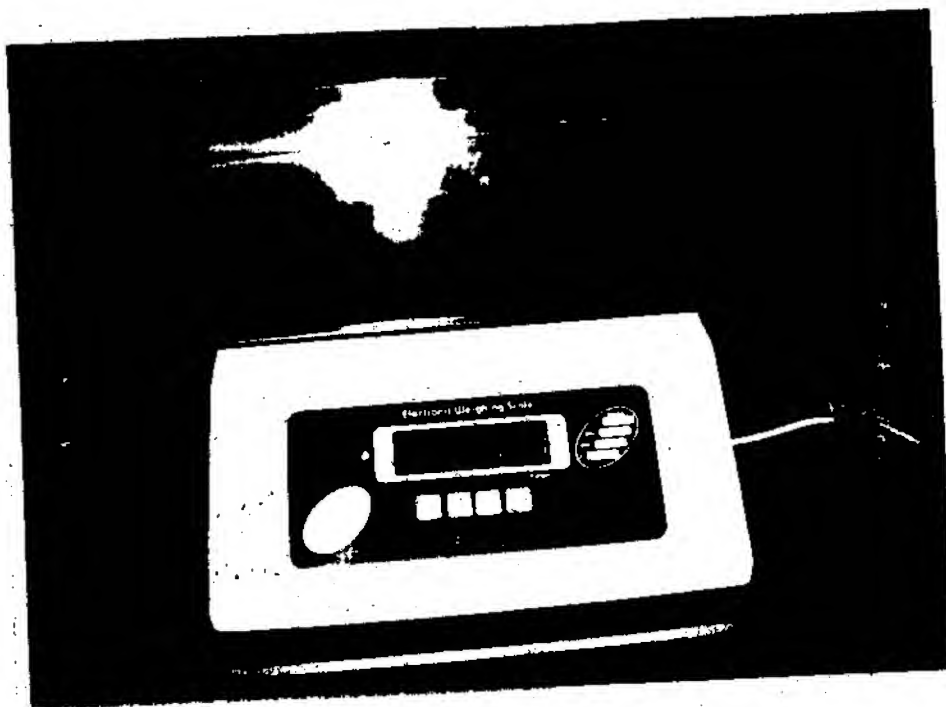


Fig. 2—Schematic diagram of sealing provision of the model

The first seal is on the side of the weighing scale near stamping plate affixed. And the second seal is just diagonally reverse side of the weighing scale. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity up to 50kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50mg and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (269)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 27 जून, 2008

का.आ. 618.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा:

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स हाई-टेक प्रिंसीजन इंस्ट्रुमेंट्स, महाराज विला, 640-सी, शिव नगर कालोनी, बंशरतपुर, गोरखपुर द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एच पी एस" शृंखला के स्वतः सूचक, अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "हाई-टेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/07/565 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 400 ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



मॉडल को सीलिंग करने के प्रावधान का योजनाबद्ध डायग्राम

स्टाम्पिंग प्लेट के पास तोलन इंडिकेटर के पिछले भाग में पहली सील लगा दी गई है और दूसरी सील तोलन इंडिकेटर के विकर्णतः उल्टी तरफ है। मॉडल को सीलबंद करने का एक प्रारूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(269)/2007]
आर. भाथुरब्रथम, निदेशक, विधिक माप विज्ञान

New Delhi, the 27th June, 2008

S.O. 618.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating non-automatic (Platform type) weighing instrument with digital indication of "HPS" series of medium accuracy (Accuracy class-III) and with brand name "Hy-TECH" (herein referred to as the said model), manufactured by M/s. Hy-Tech Precision Instruments, Maharaja Villa, 640-C, Shiv Nagar Colony, Basharatpur, Gorakhpur, U.P. and which is assigned the approval mark IND/09/07/565;

The said model is a strain gauge type load cell based non-automatic weighing instrument with a maximum capacity of 200 kg and minimum capacity of 400g. The verification scale interval (e) is 20g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



Fig. 2—Schematic diagram of sealing provision of the model

The first seal is on the back side of the weighing indicator near the stamping plate affixed. And the second seal is just diagonally reversed side of the weighing indicator. A typical schematic diagram of sealing provision of the model is given above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50kg and upto 5000 kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (269)/2007]

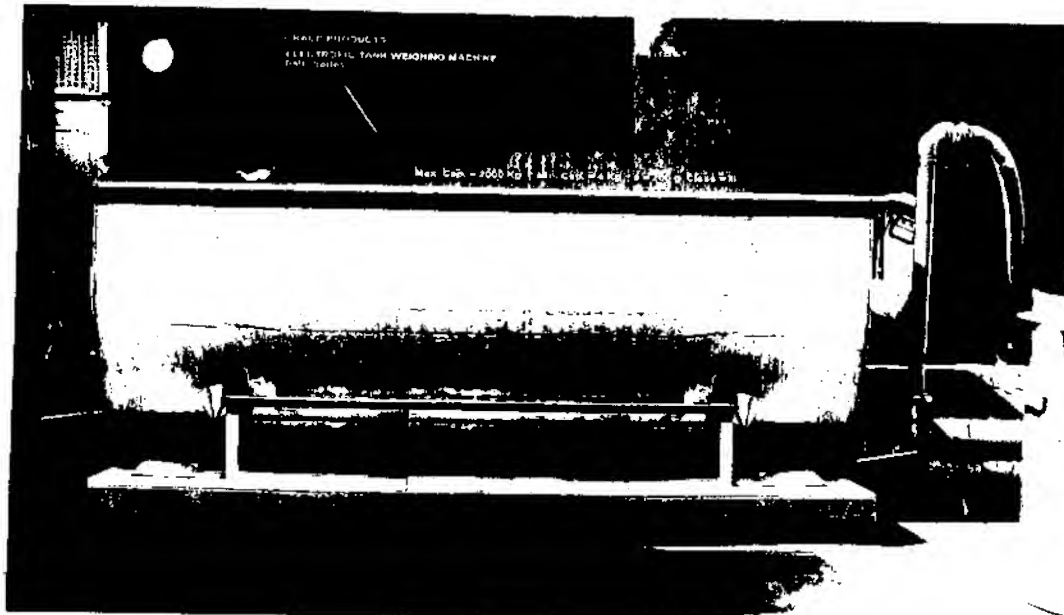
R. MATHURBOOTHAM, Director of Legal Metrology

नई दिल्ली, 2 जुलाई, 2008

का.आ. 619. केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ग्रेस प्रॉडक्ट्स, प्लॉट नं. ई-188 जीआईडीसी, इलेक्ट्रॉनिक एस्टेट, सेक्टर-26, गांधीनगर-382028 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "बीएमसी-2000" श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक टैंक वेइंग स्कैल) के मॉडल का, जिसके ब्रांड का नाम "ग्रेस" है (जिसमें इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसमें अनुमोदन चिह्न आई एन डी/09/07/306 समनुदर्शित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (इलेक्ट्रॉनिक टैंक वेइंग स्कैल) तोलन उपकरण है। इसकी अधिकतम क्षमता 2000 कि.ग्रा. है और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन का कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए लॉकबन्द भी किया जाएगा और मॉडल का विक्रो से पहले या बाद में उसकी सामग्री यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिसमें उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्माण इसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 10000 तक की रेंज में सत्यापन मापमान अंतराल (गन) सहित 500 कि.ग्रा. से 10 टन तक की रेंज की क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[सं. सं. डब्ल्यू.एम. 21(138)/2007]

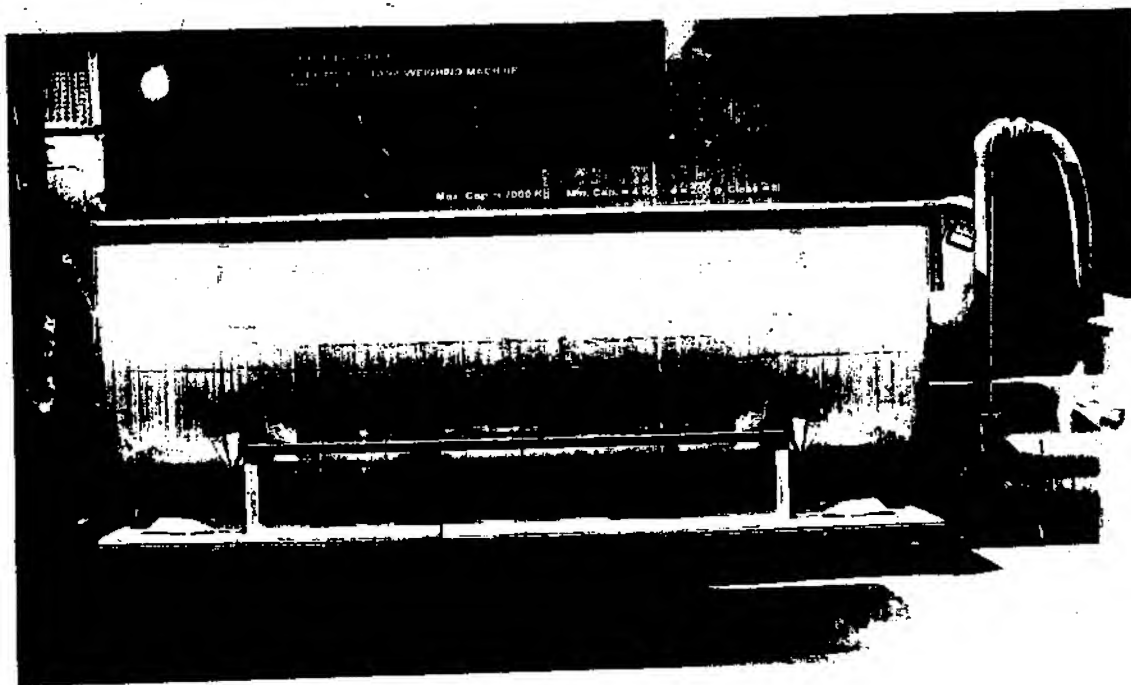
आर. माधुगुप्यध. निदेशक, विधिक माप विज्ञान

New Delhi, the 2nd July, 2008

S.O. 619.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic (Electronic tank weighing scale) weighing instrument with digital indication of "BMC-2000" series of medium accuracy (Accuracy class-III) and with brand name "GRACE" (herein referred to as the said model), manufactured by M/s. Grace Products, Plot No. E-188, G.I.D.C. Electronics Estate, Sector-26, Gandhinagar-382028, Gujarat and which is assigned the approval mark IND/09/07/306;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Electronic tank weighing scale) with a maximum capacity of 2000 kg and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.



In addition to sealing the stamping plate sealing shall also be done to prevent opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principles etc. before or after sale.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity in the range of 500kg to 10 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21 (138)/2007]

R. MATHURBOOTHAM, Director of Legal Metrology

भारतीय मानक ब्यूरो

नई दिल्ली, 27 फरवरी, 2009

का.आ. 620.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधिसूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और वापस ले लिए गये हैं :

अनुसूची

क्रम सं.	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आईएस 1885 (भाग 8) : 1986 आई ई सी 60050-482(2004)	3772	—

[संदर्भ : ई टी डी/जी-63(ए)]

प्रकाश बचानी, वैज्ञा-ई एवं प्रमुख (विद्युत तकनीकी वि.)

BUREAU OF INDIAN STANDARDS

New Delhi, the 27th February, 2009

S.O. 620.—In pursuance of clause (b) of sub-rule(1) of Rule 7 of the Bureau of Indian Standards Rules, it is, hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn.

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Cancelled	S.O. No. and Date published in the Gazette of India Part-II, Section-3, Sub-section(ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 1885(Part 8) : 1986 IEC 60050-482(2004)	3772	—

[Ref. ETD/G-63(A)]

PRAKASH BACHANI, Sec. E & Head (Electrotechnical Department)

नई दिल्ली, 27 फरवरी, 2009

का.आ. 621.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :-

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भ मा संख्या	भाग	अनुभाग	वर्ष
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1.	7895512	26-12-2008	भवारीलाल जुग्राज फुलफागर सुभाष चौक, घोडनाडी, तालुका शिरूर, जिला पुणे-412210	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता और चिह्नांकन	1417			1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
2.	7895613	26-12-2008	सुनिधि ज्वैलर्स सफायर क्लासिक, सीएसटी नं. 3125, चंदूकाका सर्राफ के ऊपर, छापेकर चौक, चिंचवड, जिला पुणे-411033	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता और चिह्नांकन	1417			1999
3.	7899722	13-1-2009	बोधरा एगो इक्वूपमेंट्स प्रा.लि. प्लॉट नं. बी-16, एमआयडीसी नगर-मनमाड रोड जिला अहमदनगर-414111	सिंचाई उपकरण-इमीटर्स	13487			1992
4.	7900273	14-1-2009	मातेश्वरी ज्वैलर्स राजलक्ष्मी मार्केट, पीएमसी स्टाल नं. 52/53, पुणे-सोलापुर रोड, भाजी मार्केट के पास, हडपसर, जिला पुणे-411 028	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी-शुद्धता और चिह्नांकन	1417			1999
5.	7900576	12-1-2009	वरद अकुआ इंडस्ट्रीज, प्लॉट नं. 130, शैलू, तालुका शैलू जिला परभणी-431503	पैकेजबंद पेयजल (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543			2004
6.	7900677	12-1-2009	शिवम डोमेस्टिक एप्लायसेज 410/2/1, सोहम प्लाजा, स्वरूप कालौनी, महानुभाव मठ के सामने, कारंजे, जिला सातारा-415001	घरेलू वैद्युत मिक्सर्स, (लिविंगडाइज और ग्राइंडर्स)	4250			1980
7.	7900475	16-1-2009	सुप्रीम गोल्ड पीवीसी पाइप इंडस्ट्रीज प्लॉट नं. बी-4/2, एमआईडीसी इंड एरिया, जिला नांदेड-431603	सिंचाई उपकरण-स्प्रिंकलर पाइप भाग 2 : शीघ्र जोड़ पालीथिलीन पाइप्स ।	14151	2		1999
8.	7901073	16-1-2009	कोठारी पाइप्स एंड फिटिंग्स प्रा. लि., प्लॉट नं. 146 से 157, चंद्रमौली को-आपरेटिव इंडस्ट्रियल इस्टेट लिमिटेड, मोहोल, जिला सोलापुर-413213	सिंचाई उपकरण-सिंचाई लेटरल्स के लिए पॉलिथिलीन पाइप्स ।	12786			1989
9.	7901174	16-1-2009	कोठारी पाइप्स एंड फिटिंग्स प्रा. लि., प्लॉट नं. 146 से 157, चंद्रमौली को-आपरेटिव इंडस्ट्रियल इस्टेट लिमिटेड, मोहोल, जिला सोलापुर-413213	सिंचाई उपकरण-स्प्रिंकलर पाइप भाग 2: शीघ्र जोड़ पालीथिलीन पाइप्स ।	14151	2		1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
10.	7901275	19-1-2009	एस पी सर्राफ, 503/1, मालेगांव बोके, तालुका बारामती, जिला पुणे	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417			1999
11.	7901376	19-1-2009	नरसिंह ज्वैलर्स, दुकान नं. 29, जूनी भाजी मंडी, तालुका बारामती, जिला पुणे	स्वर्ण और स्वर्ण मिश्रधातुएं, आभूषण/शिल्पकारी-शुद्धता और चिह्नांकन	1417			1999

[सं. सीएमडी/13:11]

पी. के. गम्भीर, उपमहानिदेशक (मुहर)

New Delhi, the 27th February, 2009

S.O. 621.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies the grants of licences particulars of which are given in the following schedule :—

Sl. No.	Licence No.	Grant Date	Name & Address of the Party	Title of the Standard	IS No.	Part	Section	Year
1.	7895512	26-12-2008	Bhawarilal Jugraj Fulfagar, Subhash Chowk, Ghodnadi Taluka Shirur, District Pune - 412210	Gold and gold alloys, jewellery/artefacts- Fineness and marking	1417			1999
2.	7895613	26-12-2008	Sunidhi Jewellers, Sapphire Classic, CTS No. 3125, Above Chandukaka Saraf, Chaphekar Chowk, Chinchwad, District Pune-411033	Gold and gold alloys, jewellery/artefacts- Fineness and marking	1417			1999
3.	7899722	13-1-2009	Bothara Agro Equipments Pvt. Ltd. Plot No. B-16, MIDC Nager, Manmad Road, District Ahmednager-414111	Irrigation equipment Emitters	13487			1992
4.	7900273	14-1-2009	Mateshwari Jewellers, Rejlaxmi Market, PMC Stall No. 52/53 Pune-Solapur Road Near Bhaji Market, Hadapsar, District Pune-411028	Gold and gold alloys, jewellery/artefacts- Fineness and marking	1417			1999
5.	7900576	12-1-2009	Varad Aqua Industries, Plot No. 130 Sailu, Taluka Sailu District Parbhani-431503	Packaged drinking water (Other than packaged natural mineral water)	14543			2004
6.	7900677	12-1-2009	Shivam Domestic Appliances 410/2/1, Soham Plaza Swarup Colony, Opp Mahanubhav Math Karanje District Satara-415001	Domestic electric food mixers (Liquidizes and grinders)	4250			1980
7.	7900475	16-1-2009	Supreme Gold Pvc Pipe Industries, Plot No. B-4/2, MIDC Indl Area District Nanded-431603	Irrigation Equipment- Sprinkler Pipes Part 2: Quick Coupled Polyethylene Pipes	14151	2		1999

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
8.	7901073	16-1-2009	Kothari Pipes & Fittings Pvt Ltd Plot No. 146 To 157 Chandramauli Co-Op Indl Estate Ltd. Mohol District Solapur-413213	Irrigation equipment- Polyethylene pipes for irrigation laterals	12786			1989
9.	7901174	16-1-2009	Kothari Pipes & Fittings Pvt. Ltd. Plot No. 146 To 157 Chandramauli Co-Op Indl. Estate Ltd. Mohol District Solapur-413213	Irrigation Equipment- Sprinkler Pipes Part 2: Quick Coupled Polyethylene Pipes	14151	2		1999
10.	7901275	19-1-2009	S.P. Saraf 503/1, Malegaon Bk Taluka Baramati District Pune	Gold and gold alloys, jewellery/artefacts- Fineness and making	1417			1999
11.	7901376	19-1-2009	Narsinh Jewellers Shop No. 29 Juni Bhaji Mandai Taluka Baramati District Pune	Gold and gold alloys, jewellery/artefacts- Fineness and marking	1417			1999

[No. CMD/13:11]

P. K. GAMBHIR, Dy. Director General (Marks)

नई दिल्ली, 3 मार्च, 2009

का.आ. 622.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई-एस 1384 : 1999 तेल दाब लालटेन-विशिष्ट (तीसरा पुनरीक्षण)	संशोधन नं. 1, फरवरी, 2009	27 फरवरी, 2009
2.	आई एस 3164 : 1980 तेल दाब लटकने वाले लैम्प-विशिष्ट (पहला पुनरीक्षण)	संशोधन नं. 1, फरवरी, 2009	27 फरवरी, 2009
3.	आई एस 1342 : 2002 तेल दाब स्टोव विशिष्ट (छठा पुनरीक्षण)	संशोधन नं. 1, फरवरी, 2009	27 फरवरी, 2009

इस संशोधन की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एम ई डी/जी-2:1]

सी. के. वेदा, वैज्ञा-एफ एवं प्रमुख (यांत्रिक इंजीनियरिंग)

New Delhi, the 3rd March, 2009

S.O. 622.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notified that amendments to the Indian Standards particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1384 : 1999 Oil pressure lanterns—Specification (Third Revision)	Amendment No. 1 February, 2009	27th February, 2009
2.	IS 3164 : 1980 Specification for oil pressure lamps, hanging type (First Revision)	Amendment No. 1 February, 2009	27th February, 2009
3.	IS 1342 : 2002 Oil pressure stoves—Specification (Sixth Revision)	Amendment No. 2 February, 2009	27th February, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. MED/G-2:1]

C. K. VEDA, Sc. F & Head (Mechanical Engineering)

कोयला मंत्रालय

नई दिल्ली, 5 मार्च, 2009

का.आ. 623.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार के कोयला मंत्रालय द्वारा जारी की गई अधिसूचना संख्यांक का आ. 3262 तारीख 01 नवम्बर 2007, जो भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii), तारीख 10 नवम्बर, 2007 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 275.000 हेक्टर (लगभग) या 679.53 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित उक्त भूमि के एक भाग में कोयला अभिप्राय है;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 257.017 हेक्टर (लगभग) या 635.089 एकड़ (लगभग) माप की उक्त भूमि और उक्त भूमि में या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है:

टिप्पण 1:— इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बी.एस.पी./जी.एम/पीआईजी/लैंड/324 तारीख 20 सितंबर, 2008 का निरीक्षण कलक्टर, जिला-कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2:— उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध है :-

“8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :- इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते।

टिप्पण 3:- केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्यांक का. आ. 905, तारीख 20 मार्च, 1987 जो भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii), में प्रकाशित की गई थी; द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

पोंडी ब्लॉक पहला विस्तार, (गेवरा विस्तार), गेवरा क्षेत्र
जिला-कोरबा (छत्तीसगढ़)

सभी अधिकार :-

क्रम सं.	ग्राम का नाम	पटवारी हल्का नम्बर	खेवट नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	आमगाँव	12	36	कटघोरा	कोरबा	32.599	भाग
2.	रलिया	20	34	कटघोरा	कोरबा	73.745	भाग
3.	बहानपाट	20	30	कटघोरा	कोरबा	24.823	भाग
4.	भठोरा	20	29	कटघोरा	कोरबा	55.828	भाग
5.	भिलाई बाजार	19	31	कटघोरा	कोरबा	70.022	भाग

कुल क्षेत्र :- 257.017 हेक्टर (लगभग) या 635.089 एकड़ (लगभग)

1. ग्राम आमगाँव में अर्जित किए जाने वाले प्लॉट संख्या :-

438/1 से 438/3, 439/1, 439/2, 440, 441/1 से 441/3, 442/1 से 442/9, 443/1, 443/2, 444/1 से 444/4, 445/10 से 445/13, 446, 447, 448, 449/1 से 449/4, 450, 451/1 से 451/5, 452, 453/1, 453/2, 454/1, 454/3, 455/1, 455/2, 456, 457/1 से 457/3, 458, 459, 460, 461/1 से 461/5, 462, 598/1 से 598/4, 599, 600, 601 (भाग), 602/1, 602/2, 603, 604/1, 604/2, 605, 616, 617/1, 617/2, 618, 619, 620, 621/1 से 621/5, 622, 623/1 से 623/9, 624, 625, 626, 627, 628, 629, 630/1 से 630/8, 631/1, 631/2, 632/1 से 632/3, 633/1, 633/2, 633/3क, 633/3ख, 633/4, 633/5, 648/1 (भाग), 648/2, 648/3, 648/4, 648/4क, 648/5 से 648/14.

2. ग्राम रलिया में अर्जित किए जाने वाले प्लॉट संख्या :-

6/1 से 6/4, 14/1 से 14/38, 15/1 से 15/3, 16/1 (भाग), 16/2 से 16/7, 18/1 से 18/4, 19, 20/1 से 20/3, 25, 32/1 (भाग), 32/2 से 32/11, 33, 35/1, 35/2, 36, 37, 38/1 (भाग), 38/2 से 38/6, 194, 195, 196, 197, 198 (भाग), 210 (भाग), 211/1, 211/2, 211/3, 212, 213, 220, 221, 224/1, 224/2, 225/1, 225/2, 225/3, 226, 227, 231 (भाग), 233 (भाग), 234, 235.

3. ग्राम बहानपाट में अर्जित किए जाने वाले प्लॉट संख्या :-

77/1 से 77/17, 78/1, 78/2, 79/1 से 79/4, 80, 81, 82, 83/1, 83/2, 84/1 से 84/14, 280/1 से 280/12, 281/1, 281/2, 282, 283/1 से 283/9, 284/1 से 284/9, 285, 286/1 से 286/7, 287, 288/1 से 288/15, 289/1, 289/2, 290, 291/1, 291/2, 292, 293/1 से 293/5, 294, 295, 296, 297/1 से 297/4, 298, 299, 300/1 से 300/12, 301/1 से 301/14, 302, 303/1 से 303/8, 311/1 से 311/9, 337, 338/1 से 338/4, 339, 340/1 से 340/16, 341, 342/1, 342/2, 343, 344, 345, 346/1 से 346/7, 347 से 352, 353/1 से 353/4, 354,

355/1 से 355/5, 356/1, 356/2, 357/1 से 357/20, 358 से 362, 363/1, 363/2, 364/1, 364/2, 365/1 से 365/4, 366/1 से 366/4, 366/5क, 366/5ख, 366/5ग, 366/5घ, 366/5ङ, 366/5च, 366/5छ, 366/5ज, 366/6 से 366/17, 367/1, 367/2, 367/3, 368 से 371, 372/1, 372/2, 373/1 से 373/4.

4. ग्राम भठोरा में अर्जित किए जाने वाले प्लॉट संख्या :-

116(भाग), 153/1 से 153/7, 154/1, 154/2, 155/1 से 155/4, 156, 157, 158/1 से 158/8, 159/1 से 159/4, 160/1 से 160/4, 161 से 164, 165/1, 165/2, 166, 167, 168/1 से 168/4, 169/1, 169/2, 170, 171/1 से 171/4, 172/1, 172/2, 173, 174/1 से 174/4, 175/1 से 175/3, 176/1 से 176/3, 177/1 से 177/3, 178/1 से 178/3, 179, 180/1, 180/2, 181 से 191, 192/1, 192/2, 193/1 से 193/5, 194/1 से 194/4, 195/1, 195/2, 196/1, 196/2, 197, 198, 199/1 से 199/6, 200, 201, 202/1 से 202/6, 203/1 से 203/3, 204/1 से 204/4, 205/1, 205/2, 206/1, 206/2, 207, 208/1 से 208/7, 209/1, 209/2, 210, 211/1, 211/2, 212/1, 212/2, 213/1, 213/2, 214, 215/1 से 215/4, 216, 217, 218/1 से 218/3, 219, 220, 221, 222/1 से 222/7, 223/1, 223/2, 223/3, 224, 225/1, 225/2, 226 से 231, 232/1, 232/2, 233, 234/1 से 234/6, 235, 236, 237/1, 237/2, 237/3, 238/1क, 238/1ख, 238/1ग, 238/1घ, 238/1ङ, 239/1, 239/2, 240 से 243, 244/1 से 244/3, 245, 246/1, 246/2, 247, 248/1, 248/2, 249, 250/1 से 250/5, 251, 252/1 से 252/7, 253, 254, 255/1, 255/2, 256/1, 256/2, 257, 258, 259(भाग), 260(भाग), 261(भाग), 272(भाग), 273/1 से 273/6, 274, 275, 276(भाग), 277/2(भाग), 278/1 से 278/5, 279, 280/1, 280/2, 281/1, 281/2, 282, 283, 284/1, 284/2, 285/1 से 285/3, 286, 287/1 से 287/3, 288, 289(भाग), 305(भाग), 306 से 308, 309/1 से 309/4, 310 से 312, 313/1, 313/2, 314 से 316, 317/1 से 317/3, 318/1 से 318/3, 319/1 से 319/3, 320, 321, 322/1 से 322/5, 323, 324/1, 324/2, 325 से 328, 329/1, 329/2, 330/1 से 330/4, 331/1 से 331/4, 332, 333/1 से 333/5, 334/1 से 334/5, 335, 336, 337/1 से 337/4, 338, 339/1 से 339/8, 340 से 343, 344/1, 344/2, 345, 346/1, 346/2, 347/1 से 347/3, 348, 349(भाग), 350, 351, 352(भाग), 353(भाग), 354(भाग), 355 से 358, 359(भाग), 360/1, 360/2, 361 से 364, 365/1 से 365/5, 366 से 369, 370/1 से 370/5, 371/1, 372, 373/1, से 373/4, 374/1 से 374/9, 375(भाग), 376, 377, 378(भाग), 393(भाग), 394(भाग), 395, 396/1, 396/2, 397, 398/1 से 398/3, 399/1 से 399/3, 400, 401, 402(भाग), 403(भाग), 404(भाग), 405/1, 405/2, 406(भाग), 407(भाग), 412(भाग), 413(भाग), 414(भाग), 432(भाग), 433, 434, 435/1 से 435/5, 436/1, 436/2, 437/1, 438(भाग), 439, 440, 441/1, 441/2, 442/1 से 442/11, 443(भाग), 444(भाग), 466(भाग), 467(भाग), 469(भाग), 470(भाग).

5. ग्राम भिलाई बाजार में अर्जित किए जाने वाले प्लॉट संख्या:-

1, 2/1, 2/2, 3 से 6, 7/1, 7/2, 8, 9/1 से 9/4, 10, 11/1, 11/2, 12 से 15, 16/1 से 16/4, 17, 18/1, 18/2, 19/1, 19/2, 20/1 से 20/4, 21 से 24, 25/1, 25/2, 26/1, 26/2, 27 से 31, 32/1, 32/2, 33 से 51, 52/1 से 52/12, 53 से 57, 58/1 से 58/5, 59/1, 59/2, 60/1, 60/2, 61/1, 61/2, 62/1, 62/2, 63 से 65, 66/1, 66/2, 67/1 से 67/3, 68/1 से 68/22, 69, 70, 71, 72/1, 72/2, 73, 74/1 से 74/4, 75/1, 75/2, 76, 77/1 से 77/4, 78/1, 78/2, 79/1 से 79/4, 80, 81, 82/1 से 82/4, 83/1, 83/2, 84/1, 84/2, 106/1 से 106/8, 107/1 से 107/5, 108, 109, 110/1 से 110/7, 111/1, 111/2, 112/1, 112/2, 112/3, 113/1, 113/2, 114/1, 114/4 से 114/7, 115/1, 115/2, 195/1, 195/2क, 195/2ख, 195/2ग, 195/3 से 195/12, 196/1, 196/2, 197/1, 197/2, 198/1, 198/2, 199, 200/1क, 200/1ख, 200/2 से 200/4, 201 से 203, 206 से 217, 218/1, 218/2, 219, 220/1 से 220/3, 221, 222, 240 से 246, 247/1, 247/2, 248/1, 248/2, 249/1, 249/2, 249/3, 250/1 से 250/5, 251/1, 251/2, 252, 253, 254, 255/1, 255/2, 256 से 258, 259/1, 259/2, 260/1 से 260/3, 261 से 263, 264/1 से 264/3, 265, 266, 267, 268/1 से 268/3, 269/1 से 269/4, 270/1 से 270/5, 271/1 से 271/4, 272.

सीमा वर्णन:-

- क-ख रेखा ग्राम आमगाँव में बिन्दु "क" से आरंभ होती है और प्लॉट संख्या 598/1, 599, 601/2, 601/3 की पूर्वी सीमा, प्लॉट संख्या 602, 603, 461, 445/2, 439 की उत्तरी सीमा फिर प्लॉट संख्या 439, 441/2 की पूर्वी सीमा, प्लॉट संख्या 630/2, 630/1, 633/2, 633/1, 648/1 की उत्तरी सीमा से गुजरती हुई ग्राम आमगाँव-रलिया की सम्मिलित सीमा में बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम आमगाँव-रलिया की सम्मिलित सीमा से होती हुई बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम रलिया के प्लॉट संख्या 6/1, 6/2, 14, 15, 20, 25, 32/4, 32/2 की उत्तरी सीमा से होती हुई बिन्दु "घ" पर मिलती है।
- घ-ङ-च रेखा ग्राम रलिया के प्लॉट संख्या 33 की पश्चिमी सीमा, बिन्दु "ङ.", प्लॉट संख्या 38/1 से होती हुई बिन्दु "च" पर मिलती है।

- च-छ- रेखा ग्राम रलिया के प्लॉट संख्या 38/1 की पूर्वी सीमा, बिन्दु "छ", प्लॉट संख्या 38/1 की दक्षिणी सीमा, बिन्दु "ज", प्लॉट संख्या 38/1, 38/2 की पूर्वी सीमा से गुजरती हुई बिन्दु "झ" पर मिलती है।
- झ-ज रेखा ग्राम रलिया के प्लॉट संख्या 195, 196, 197, 198/5क, 198(भाग), 224, 226, 231, 221, 220, 211 की उत्तरी सीमा, प्लॉट संख्या 210 की पश्चिमी सीमा से होती हुई ग्राम रलिया-भिलाई बाजार की सम्मिलित सीमा में बिन्दु "ज" पर मिलती है।
- ज-त रेखा ग्राम भिलाई बाजार-रलिया की सम्मिलित सीमा से गुजरती हुई बिन्दु "त" पर मिलती है।
- त-थ रेखा ग्राम पोंडी-भिलाई बाजार-रलिया की सम्मिलित सीमा से गुजरती हुई बिन्दु "थ" पर मिलती है।
- थ-द रेखा ग्राम पोंडी-बहानपाट की सम्मिलित सीमा से गुजरती हुई बिन्दु "द" पर मिलती है।
- द-ध रेखा ग्राम बहानपाट के प्लॉट संख्या 77, 79/1, 83, 84, 288, 286, 280/4, 303/2, 311/1, 311/2, 311/3, 337, 338/1, 338/3, 339, 340 की उत्तरी सीमा से गुजरती हुई ग्राम बहानपाट-भिलाई बाजार की सम्मिलित सीमा में बिन्दु "ध" पर मिलती है।
- ध-न रेखा ग्राम भिलाई बाजार-भठोरा की सम्मिलित सीमा से गुजरती हुई बिन्दु "न" पर मिलती है।
- न-ट-ठ रेखा ग्राम भठोरा के प्लॉट संख्या 153/2 की पश्चिमी सीमा, प्लॉट संख्या 153/2, 153/1 की उत्तरी सीमा, प्लॉट संख्या 156, 157, 116 की पश्चिमी सीमा से होती हुई बिन्दु "ठ" पर मिलती है।
- ठ-ड रेखा ग्राम भठोरा के प्लॉट संख्या 116, 261, 260/2, 260/1, 259/7ख, 272, 276 से गुजरती है फिर प्लॉट संख्या 275 की उत्तरी सीमा, प्लॉट संख्या 272/2, 289, 375, 378, 393, 394, 414 से होती हुई बिन्दु "ड" पर मिलती है।
- ड-ढ-ण रेखा ग्राम भठोरा के प्लॉट संख्या 414, 413, 402, 403, 404, 407, 406/1, 406/2, 359, 354, 347, 348, बिन्दु "ढ", प्लॉट संख्या 350, 351, 352, 353, से गुजरती है फिर प्लॉट संख्या 433, 434 की उत्तरी सीमा और प्लॉट संख्या 438, 443, 444, 466, 467, 469, 470 से होती हुई ग्राम भिलाई बाजार-भठोरा की सम्मिलित सीमा में बिन्दु "ण" पर मिलती है।
- ण-प रेखा ग्राम भिलाई बाजार-भठोरा की सम्मिलित सीमा से होती हुई बिन्दु "प" पर मिलती है।
- प-फ रेखा ग्राम भिलाई बाजार के प्लॉट संख्या 272 की दक्षिणी सीमा और प्लॉट संख्या 266, फिर प्लॉट संख्या 240, 241 की पूर्वी सीमा और प्लॉट संख्या 241, 242, 247/1, 247/2, 248/2 की दक्षिणी सीमा, प्लॉट संख्या 220/1, 221, 222 की पूर्वी सीमा फिर प्लॉट संख्या 222 की दक्षिणी सीमा, प्लॉट संख्या 206, 203 की पूर्वी, प्लॉट संख्या 203, 202 की दक्षिणी, प्लॉट संख्या 195/6, 195/3 की पूर्वी सीमा से गुजरती है फिर प्लॉट संख्या 195/3, 195/4 की दक्षिणी, प्लॉट संख्या 373/3, 373/4 की पूर्वी, प्लॉट संख्या 114/1, 114/6, 114/5, 114/4, 113, 110 की दक्षिणी, प्लॉट संख्या 109 की पूर्वी और दक्षिणी, प्लॉट संख्या 80, 81, 82 की पूर्वी प्लॉट संख्या 82, 83, 84 की दक्षिणी सीमा से गुजरती है उसके बाद प्लॉट संख्या 68/9, 68/5 की पूर्वी सीमा से होती हुई ग्राम भिलाई बाजार-मुड़ियानार सीमा में बिन्दु "फ" पर मिलती है।
- फ-ब रेखा ग्राम भिलाई बाजार-मुड़ियानार की सम्मिलित सीमा से होती हुई बिन्दु "ब" पर मिलती है।
- ब-भ-म रेखा ग्राम भिलाई बाजार-रलिया की सम्मिलित सीमा और बिन्दु "भ" से गुजरती हुई बिन्दु "म" पर मिलती है।
- म-म1 रेखा ग्राम रलिया के प्लॉट संख्या 210/4, 213, 212 की दक्षिणी सीमा फिर प्लॉट संख्या 233, 231 और प्लॉट संख्या 226, 225 की दक्षिणी सीमा, प्लॉट संख्या 198 फिर प्लॉट संख्या 198/5घ, 194, 38/2, 38/6 की दक्षिणी सीमा, प्लॉट संख्या 38/1 फिर प्लॉट संख्या 35, 36 की दक्षिणी सीमा, प्लॉट संख्या 34, 33, 32, 16 फिर प्लॉट संख्या 18 की दक्षिणी सीमा और प्लॉट संख्या 16 से गुजरती हुई ग्राम रलिया-आमगोव की सम्मिलित सीमा पर बिन्दु "म1" पर मिलती है।
- म1-य रेखा ग्राम आमगोव-सरईसंगार की सम्मिलित सीमा से होती हुई बिन्दु "य" पर मिलती है।
- य-क रेखा ग्राम आमगोव के प्लॉट संख्या 616, 617/1, 617/2, 454/1, 605, 604/2, 601/3, 600, 601/2, 598/2, 598/1 की पश्चिमी फिर प्लॉट संख्या 598/1 की उत्तरी सीमा से गुजरती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/9/2007-पीआरआईडब्ल्यू-1]

एम. शाहबुद्दीन, अवर सचिव

MINISTRY OF COAL

New Delhi, the 5th March, 2009

S.O. 623.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3262 dated the 1st day of November, 2007, issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Part-II, Section 3, sub-section (ii) dated the 10th day of November, 2007, the Central Government gave notice of its intention to prospect for coal in the lands measuring 275.000 hectares (approximately) or 679.53 acres (approximately) in the locality specified in the Schedule appended to that notification;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification:

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to acquire the lands measuring 257.017 hectares (approximately) or 635.089 acres (approximately) and all rights in or over the said lands described in the Schedule appended hereto.

Note 1: The plan bearing number SECL/BSP/GM/PIG/LAND/324 dated the 20th day of September, 2008 of the area covered by this notification may be inspected at the office of the Collector, Korba, Chhattisgarh or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495006, Chhattisgarh.

Note 2: Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows:

"8(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.— It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note 3:— The Coal Controller, 1, Council House Street, Kolkata - 700001, has been appointed by the Central Government as the competent authority under Section 3 of the said Act, vide notification number S.O. 905, dated the 20th day of March, 1987, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th day of April, 1987.

SCHEDULE

**Pondi Block 1st Extension (Gevra Extension), Gevra Area
District Korba, Chhattisgarh**

All Rights.

Serial number	Name of village	Patwari halka number	Khewat number	Tehsil	District	Area in hectares	Remarks
1	Amgaon	12	36	Katghora	Korba	32.599	Part
2	Ralia	20	34	Katghora	Korba	73.745	Part
3	Bahanpat	20	30	Katghora	Korba	24.823	Part
4	Bhathora	20	29	Katghora	Korba	55.828	Part
5	Bhilaibazar	19	31	Katghora	Korba	70.022	Part

Total area :- 257.017 hectares (approximately) or 635.089 acres (approximately).

1. Plot numbers to be acquired in village Amgaon:- 438/1 to 438/3, 439/1, 439/2, 440, 441/1 to 441/3, 442/1 to 442/9, 443/1, 443/2, 444/1 to 444/4, 445/10 to 445/13, 446, 447, 448, 449/1 to 449/4, 450, 451/1 to 451/5, 452, 453/1, 453/2, 454/1, 454/3, 455/1, 455/2, 456, 457/1 to 457/3, 458, 459, 460, 461/1 to 461/5, 462, 598/1 to 598/4, 599, 600, 601(P), 602/1, 602/2, 603, 604/1, 604/2, 605, 616, 617/1, 617/2, 618, 619, 620, 621/1 to 621/5, 622, 623/1 to 623/9, 624, 625, 626, 627, 628, 629, 630/1 to 630/8, 631/1, 631/2, 632/1 to 632/3, 633/1, 633/2, 633/3k, 633/3kh, 633/4, 633/5, 648/1 (P), 648/2, 648/3, 648/4, 648/4K, 648/5 to 648/14.

2. Plot numbers to be acquired in village Ralia:- 6/1 to 6/4, 14/1 to 14/38, 15/1 to 15/3, 16/1(P), 16/2 to 16/7, 18/1 to 18/4, 19, 20/1 to 20/3, 25, 32/1(P), 32/2 to 32/11, 33, 35/1, 35/2, 36, 37, 38/1 (P), 38/2 to 38/6, 194, 195, 196, 197, 198(P), 210(P), 211/1, 211/2, 211/3, 212, 213, 220, 221, 224/1, 224/2, 225/1, 225/2, 225/3, 226, 227, 231(P), 233(P), 234, 235.

3. Plot numbers to be acquired in village Bahanpath:- 77/1 to 77/17, 78/1, 78/2, 79/1 to 79/4, 80, 81, 82, 83/1, 83/2, 84/1 to 84/14, 280/1 to 280/12, 281/1, 281/2, 282, 283/1 to 283/9, 284/1 to 284/9, 285, 286/1 to 286/7, 287, 288/1 to 288/15, 289/1, 289/2, 290, 291/1, 291/2, 292, 293/1 to 293/5, 294, 295, 296, 297/1 to 297/4, 298, 299, 300/1 to 300/12, 301/1 to 301/14, 302, 303/1 to 303/8, 311/1 to 311/9, 337, 338/1 to 338/4, 339, 340/1 to 340/16, 341, 342/1, 342/2, 343, 344, 345, 346/1 to 346/7, 347 to 352, 353/1 to 353/4, 354, 355/1 to 355/5, 356/1, 356/2, 357/1 to 357/20, 358 to 362, 363/1, 363/2, 364/1, 364/2, 365/1 to 365/4, 366/1 to 366/4, 366/5k, 366/5kh, 366/5g, 366/5gh, 366/5ang, 366/5ch, 366/5chh, 366/5j, 366/6 to 366/17, 367/1, 367/2, 367/3, 368 to 371, 372/1, 372/2, 373/1 to 373/4.

4. Plot numbers to be acquired in village Bhathora:- 116(P), 153/1 to 153/7, 154/1, 154/2, 155/1 to 155/4, 156, 157, 158/1 to 158/8, 159/1 to 159/4, 160/1 to 160/4, 161 to 164, 165/1, 165/2, 166, 168/1 to 168/4, 169/1, 169/2, 170, 171/1 to 171/4, 172/1, 172/2, 173, 174/1 to 174/4, 175/1 to 175/3, 176/1 to 176/3, 177/1 to 177/3, 178/1 to 178/3, 179, 180/1, 180/2, 181 to 191, 192/1, 192/2, 193/1 to 193/5, 194/1 to 194/4, 195/1, 195/2, 196/1, 196/2, 197, 198, 199/1 to 199/6, 200, 201, 202/1 to 202/6, 203/1 to 203/3, 204/1 to 204/4, 205/1, 205/2, 206/1, 206/2, 207, 208/1 to 208/7, 209/1, 209/2, 210, 211/1, 211/2, 212/1, 212/12, 213/1, 213/2, 214, 215/1 to 215/4, 216, 217, 218/1 to 218/3, 219, 220, 221, 222/1 to 222m, 223/1, 223/2, 223/3, 224, 225/1, 225/2, 226 to 231, 232/1, 232/2, 233, 234/1 to 234/6, 235, 236, 237/1, 237/2, 237/3, 238/1k, 238/1kh, 238/1g, 238/1gh, 238/1anga, 239/1, 239/2, 240 to 243, 244/1 to 244/3, 245, 246/1, 246/2, 247, 248/1, 248/2, 249, 250/1 to 250/5, 251, 252/1 to 252, 253, 254, 255/1, 255/2, 256/1, 256/2, 257, 258, 259(P), 260(P), 261 (P), 272(P), 273/1 to 273/6, 274, 275, 276(P), 277/1 to 278/5, 279, 280/1, 280/2, 281/1, 281/2, 282, 283, 284/1, 284/2, 285/1 to 285/3, 286, 287/1 to 287/3, 288, 289(P), 290(P), 298/1 to 298/5, 299, 300/1 to 300/4, 301 to 312, 313/1, 313/2, 314 to 316, 317/1 to 317/3, 318/1 to 318/3, 319/1 to 319/3, 320, 321, 322/1 to 322/5, 323, 324/1, 324/2, 325 to 328, 329/1, 329/2, 330/1 to 330/4, 331/1 to 331/4, 332, 333/1 to 333/5, 334/1 to 334/5, 335, 336, 337/1 to 337/4, 338, 339/1 to 339/8, 340 to 343, 344/1, 344/2, 345, 346/1, 346/2, 347/1 to 347/3, 348, 349(P), 350, 351, 352(P), 353(P), 354(P), 355 to 358, 359(P), 360/1, 360/2, 361 to 364, 365/1 to 365/5, 366 to 369, 370/1 to 370/5, 371/1, 372, 373/1 to 373/4, 374/1 to 374/9, 375(P), 376, 377, 378(P), 393(P), 394(P), 395, 396/1, 396/2, 397, 398/1 to 398/3, 399/1 to 399/3, 400, 401, 402(P), 403(P), 404(P), 405/1, 405/2, 406(P), 407(P), 412(P), 413(P), 414(P), 432(P), 433, 434, 435/1 to 435/5, 436/1, 436/2, 437/1, 438(P), 439, 440, 441/1, 441/2, 442/1 to 442/11, 443(P), 444(P), 466(P), 467(P), 469(P), 470(P).

5. Plot numbers to be acquired in village Bhalai Bazar:- 1, 2/1, 2/2, 3 to 6, 7/1, 7/2, 8, 9/1 to 9/4, 10, 11/1, 11/2, 12 to 15, 16/1 to 16/4, 17, 18/1, 18/2, 19/1, 19/2, 20/1 to 20/4, 21 to 24, 25/1, 25/2, 26/1, 26/2, 27 to 31, 32/1, 32/2, 33 to 51, 52/1 to 52/12, 53 to 57, 58/1 to 58/5, 59/1, 59/2, 60/1, 60/2, 61/1, 61/2, 62/1, 62/2, 63 to 65, 66/1, 66/2, 67/1 to 67/3, 68/1 to 68/22, 69, 70, 71, 72/1, 72/2, 73, 74/1 to 74/4, 75/1, 75/2, 76, 77/1 to 77/4, 78/1, 78/2, 79/1 to 79/4, 80, 81, 82/1 to 82/4, 83/1, 83/2, 84/1, 84/2, 106/1 to 106/8, 107/1 to 107/5, 108, 109, 110/1 to 110/7, 111/1, 111/2, 112/1, 112/2, 112/3, 113/1, 113/2, 114/1, 114/4 to 114/7, 115/1, 115/2, 195/1, 195/2k, 195/2kh, 195/2g, 195/3 to 195/12, 196/1, 196/2, 197/1, 197/2, 198/1, 198/2, 199, 200/1 k, 200/1 kh, 200/2 to 200/4, 201 to 203, 206 to 217, 218/1, 218/2, 219, 220/1 to 220/3, 221, 222, 240 to 246, 247/1, 247/2, 248/1, 248/2, 249/1, 249/2, 249/3, 250/1 to 250/5, 251/1, 251/2, 252, 253, 254, 255/1, 255/2, 256 to 258, 259/1, 259/2, 260/1 to 260/3, 261 to 263, 264/1 to 264/3, 265, 266, 267, 268/1 to 268/3, 269/1 to 269/4, 270/1 to 270/5, 271/1 to 271/4, 272.

Boundary description:

- A-B Line starts from point 'A' in village Amgaon and passes along eastern boundary of plot number 598/1, 599, 601/2, 601/3 then northern boundary of plot number 302, 603, 461, 445/2, 439, eastern boundary of plot number 439, 441/2, northern boundary of plot number 630/2, 630/1, 633/2, 633/1, 648/1 and meets at point 'B' on the common boundary of villages Amgaon Ralia.
- B-C Line passes along common boundary of villages Amgaon - Ralia and meets at point 'C'.
- C-D Line passes along northern boundary of plot number 6/1, 6/2, 14, 15, 20, 25, 32/4, 32/2 and meets at point 'D' in village Ralia.

- D-E-F Line passes along western boundary of plot number 33, point 'E', through plot number 38/1 and meets at point 'F'.
- F-G-H-I Line passes along eastern boundary of plot number 38/1, point 'G', southern boundary of plot number 38/1, point 'H', eastern boundary of plot number 38/1, 38/2 and meets at point 'I' in the village Ralia.
- I-J Line passes along northern boundary of plot number 195, 196, 197, 198/5k, 198(p), 224, 226, 231, 221, 220, 211, western boundary of plot number 210 and meets at point 'J' on the common boundary of villages Ralia - Bhilaibazar.
- J-K Line passes along common boundary of villages Ralia - Bhilaibazar and meets at point 'K'.
- K-L Line passes along common boundary of villages Pondi - Bhilaibazar and meets at point 'L'.
- L-M Line passes along the common boundary of villages Pondi - Bahanpath and meets at point 'M'.
- M-N Line passes along northern boundary of plot number 77, 79/1, 83, 84, 288, 286, 280/4, 303/2, 311/1, 311/2, 311/3, 337, 338/1, 338/3, 339, 340 and meets at point 'N' on the common boundary of villages Bhathora - Bahanpath.
- N-O Line passes along common boundary of villages Bhathora - Bhilaibazar and meets at point 'O'.
- O-P-Q Line passes in village Bhathora along western boundary of plot number 153/2, northern boundary of plot number 153/2, 153/1, western boundary of plot number 156, 157, 116 and meets at point 'Q'.
- Q-R Line passes in village Bhathora through plot number 116, 261, 260/2, 260/1, 259/7kh, 272, 276, northern boundary of plot number 275, through plot number 272/2, 289, 375, 378, 393, 394, 414 and meets at point 'R'.
- R-S-T Line passes in village Bhathora through plot number 414, 413, 402, 403, 404, 407, 406/1, 406/2, 359, 354, 347-348, point 'S', 350, 351, 352, 353, northern boundary of plot number 433, 434, through plot number 438, 443, 444, 466, 467, 469, 470 and meets at point 'T' on the common boundary of villages Bhilaibazar - Bhathora.
- T-U Line passes along common boundary of villages Bhilaibazar - Bhathora and meets at point 'U'.
- U-V Line passes in village Bhilaibazar along the southern boundary of plot number 272, through plot number 266, eastern boundary of plot number 240, 241, then southern boundary of plot number 241, 242, 247/1, 247/2, 248/2, eastern boundary of plot number 220/1, 221, 222, then southern boundary of plot number 222, eastern boundary of plot number 206, 203, southern boundary of plot number 203, 202, eastern boundary of plot number 195/6, 195/3, southern boundary of plot number 195/3, 195/4, eastern boundary of plot number 373/3, 373/4, southern boundary of plot number 114/1, 114/6, 114/5, 114/4, 113, 110, eastern boundary of plot number 109, southern boundary of plot number 109, eastern boundary of plot number 80, 81, 82, southern boundary of plot number 82, 83, 84, eastern boundary of plot number 68/9, 68/5 and meets at point 'V' on the common boundary of villages Bhilaibazar - Muriyanar.
- V-W Line passes along the common boundary of villages Bhilaibazar - Muriyanar and meets at point 'W'.
- W-X-Y Line passes along the common boundary of villages Bhilaibazar - Ralia, point 'X' and meets at point 'Y'.
- Y-Y1 Line passes in village Ralia along southern boundary of plot number 210/4, 213, 212, through plot number 233, 231, then southern boundary of plot number 226, 225, through plot number 198, then southern boundary of plot number 198/5gh, 194, 38/2, 38/6 through plot number 38/1, southern boundary of plot number 35, 36, through plot number 34, 33, 32, 16, then southern boundary of plot number 18 after that through plot number 16 and meets at point 'Y1' on the common boundary of villages Ralia - Amgaon.
- Y1-Z Line passes along common boundary of villages Saraisingar - Amgaon and meets at point 'Z'.
- Z-A Line passes in village Amgaon along western boundary of plot number 616, 617/1, 617/2, 454/1, 605, 604/2, 601/3, 600 - 601/2, 598/2, 598/1 then along northern boundary of plot number 598/1 and meets at starting point 'A'.

[F. No. 43015/9/2007-PRW-I]

M. SHAHABUDEEN, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 फरवरी, 2009

का.आ. 624.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. इंडियन ऑयल कारपोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-I, धनबाद के पंचाट (सदर्भ सं. 128/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2009 को प्राप्त हुआ था।

[सं. एल-20040/69/94-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th February, 2009

S.O. 624.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.128/1995) of the Central Government Industrial Tribunal/Labour Court No.-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation. and their workman, which was received by the Central Government on 13-2-2009.

[No. L-20040/69/94-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD.

In the matter of a reference U/s. 10 (1)(d) (2A) of I.D. Act.

Reference No. 128 of 1995.

Parties: Employers in relation to the management of Indian Oil Corporation.

And

Their workman

Present: Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers : Shri K.N. Gupta, Advocate.

For the Workman : Shri V.P. Sinha, Advocate.

State : Bihar Industry : Oil.

Dated, the 9th January, 2009

AWARD

By Order No. L-20040/69/94-IR (Coal-I) dated 1-11-95 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Indian Oil Corporation Pipelines, Barauni, Begusarai in denying the construction allowance to S/Shri Mohd. Daud, M.K. Jha, Lutan and Ram Ashish Singh after 31-3-1966 and merger of the same in the pay of the employees is justified? If not, to what relief the workmen are entitled?"

2. The concerned workman have filed written statement stating that Md. Daud., M.K. Jha, Lutan Mehto, Basudeo Sah, Ramashish Singh, D.P. Dubey, B.B. Pradhan, Lala A.N. Sinha, H.B. Singh and Kapileshwar Mahto were appointed by the Management of Indian Oil Corporation Ltd., Pipelines Division during the construction of M.B.K. Pipelines and posted in their Land Acquisition Department. All the above persons were motor driver except H.B. Singh and Kapileshwar Mehto, who were Stenographer and Messenger respectively. The above noted workman were doing construction work and they were not granted construction allowance by the management on the ground that they were not engaged in actual work of construction of M.B.K. Pipelines. Nagating the contention of the management of Pipelines, Industrial Tribunal, Patna granted construction allowance to the workman concerned in Reference No. 12 of 1972 dated 26-11-75. The present reference is regarding the award passed by the Industrial Tribunal, Patna in reference No. 12 of 1972 because the management did not merge the construction allowance as per decision of Board of Directors. The concerned workman in the present dispute i.e. Reference No. 128 of 1995 raised industrial dispute before the Regional Labour Commissioner (Central), Patna. The management submitted their written statement and the concerned workman filed rejoinder before the R.L.C. (C). The R.L.C. (C) held conciliation proceedings to resolve the dispute amicably but due to the rigid stand of the management no settlement could be arrived at. While the concerned workman agreed for arbitration on the suggestion of R.L.C. (C), the management rejected the suggestion of R.L.C. (C). Finding no alternative the R.L.C. (C), Patna sent failure report to the Ministry of Labour, New Delhi. The Govt. of India, Ministry of Labour, has referred the above matter to this Tribunal for adjudication. It has been stated that the concerned workman continued to work in the construction set up under Land Acquisition Department beyond 31-3-66 and were sent back to the Pipeline Headquarters, Barauni verbally in the year 1968/69 after abolition of Land Acquisition Department. It has been stated that the concerned workman are entitled for construction allowance beyond 31-3-66 till withdrawal of construction allowance on the commissioning of the project as the workman were performing identical duties w.e.f. 1-12-1963 till 68/69. Since the workmen have already been granted construction allowance by the Industrial Tribunal, Patna from 1-12-63 to 31-3-66, the concerned workmen are entitled for construction allowance beyond 31-3-66 till withdrawal of construction allowance by the

management On completion of construction work the management of Indian Oil Corporation Ltd., Pipelines Division stopped payment of construction allowance resulting in financial hardship to the affected workman. It has been submitted that the affected workman submitted representation to the management for readjustment of their salaries by merging their construction allowance in their basic pay on the lines of what was done at other units of Indian Oil Corporation i.e. at Guwahati, Barauni and Gujarat Refineries. Accordingly, the Board of Directors approve merger of construction allowance to the M.B.K. Pipelines in the year 1964. The Industrial Tribunal, Patna vide its award dated 26-11-75 granted construction allowance to the workman concerned in Reference No. 12 of 1972 in the year 1975, but while implementing the award of the Industrial Tribunal the management did not merge the construction allowance as per decision of Board of Directors simply to teach a lesson to the concerned workman for going in litigation against the management before the Industrial Tribunal, Patna.

4. The management has submitted written statement stating number of things and has said that the term of reference is not maintainable as they were not workmen either on the date when the reference was made or even immediately thereto because all of them stood superannuated from service and have already settled their accounts fully and finally and have received their retiral benefits. So there is no legal right of the concerned workmen to raise any dispute, and so a valid industrial dispute can be raised between the management and the workmen. Moreover, the above dispute is highly belated and stale. The dispute has been settled long back in view of the Award given by the Industrial Tribunal, Patna in Reference No. 12 of 1972 wherein the Tribunal held that the Board of Directors in a meeting held on 17-3-1964 allowed construction allowance to all the project staff retrospectively from 1-12-1963. The claim of the workman is that these 10 persons should be allowed construction allowance also from 1-12-63 to 31-3-66. The claim of these workmen is confined to this period. The Tribunal further held that all these 10 persons are entitled to construction allowance as claimed by them from 1-12-1963 to 31-3-1966 at the rate as has been allowed to other workmen as per decision of the Board of Directors held on 17-3-1964. Neither the union nor the concerned workmen claimed nor agitated for any other benefits other than their grievance of non-payment of construction allowance from 1-12-1963 to 31-3-66. The reference was made in the year 1972 and the Award was passed on 26-11-1975. The union or the concerned workmen should have raised their grievance before the Tribunal in Reference No. 12 of 1972 regarding non-payment of construction allowance after 31-3-66 and for merger of construction allowance in their wages, but the same has not been agitated, so they are not entitled for any relief nor they are entitled for merger of the construction allowance in their pay, after 31-3-66. The

above dispute was raised by their union on 7-8-93, so it shows that the dispute was an afterthought and cannot be agitated. It has been prayed that the demand of construction allowance after 31-3-1966 and merger with their pay construction allowance w.e.f. 1-12-1963 is not justified and award be passed accordingly.

5. After that the management has filed rejoinder stating the samethings.

6. The workman has produced WW-1 Loton Mahato who has stated in chief that affidavit has been filed by Mahakant Jha, Luton Mahto, Md. Daud and Ram Ashish Singh supporting their written statement. The management has produced MW-1-K. N. Mishra who has proved Ext. M-1 to M-3 and also MW-2-II.B. Singh who has proved Ext. M-1 and Ext. M-2.

7. The first argument was advanced on behalf of the management that Ram Ashish Singh retired on 31-8-93 and died on 13-5-95, Md. Daud retired on 30-6-94 and died in 1998 and the workmen Luton Mahto retired on 31-7-89 and M.K. Jha retired on 30-8-98. It has been argued that as no substitution has been made regarding Md. Daud and Ram Ashish Singh. So this reference cannot stand. In this respect learned counsel of the workmen argued that the reference can be continued on this ground because the right was accrued to the workmen before filing of the reference. In this respect the learned counsel of the workmen referred 1995 (2) PLJR 115 on which Hon'ble Supreme Court laid down that Sections 2A and 33C of the Industrial Disputes Act, 1947 when a workman dying during pendency of reference, the effect of reference does not abate where relief of reinstatement had been prayed for representatives of the deceased workman can agitate the matter. So there is no force on argument of the learned counsel of the management regarding abatement of the reference as demand has been made regarding construction allowance after 31-3-66 and also merger of the same in the pay of the employees w.e.f. 1-12-63 which is prior to death of the concerned workman.

8. The second argument on behalf of the management is that the reference is belated and stale and it cannot be decided. In this respect the workman referred 2004 (102) FLR 361 on which Hon'ble Jharkhand High Court laid down that there is no period of limitation provided for making reference, so award can not be challenged on ground that the reference has been made many years after the accrual of cause of action. The workman has also referred (2001) 6 Supreme Court Cases 222 on which Hon'ble Supreme Court laid down that regarding reference there is no time limit for making reference and also held that it is existence of dispute. The opinion as to the existence of the dispute has to be formed by the Government alone and none else. Moreover, the Government's decision to make a reference raises a presumption of the Government having formed such an opinion. On facts, held, the dispute remained alive, hence, reference of the question of legality and propriety of termination of services made after 15 long years of termination was nonetheless valid. In a case reported in 2007(8) Supreme 675 the Hon'ble Supreme Court laid down

that there is no formula of universal application can be laid down so far delay in seeking reference is concerned and it would depend on facts of each individual case.

9. In the present case the workmen argued that award in Reference No. 12 of 1972 has not been implemented by the management till 1995. It shows negligence and callous attitude of the management.

10. Regarding construction allowance after 31-3-66 the management's witness MW-1 K. N. Mishra has stated in examination-in-chief that Barauni-Kanpur Pipeline came in operation on 26-9-66 which shows that after 31-3-66 construction work was going on and as per decision of Board of Directors dated 17-3-64 construction allowance has been given to the workers till operation of the pipeline as per Ext. 'X' filed by the management. In this circular of the management dated 17-3-64 it has been stated in page 2 that all construction staff stationed in HBX set up except Haldia and Survey staff in Cochin-Coimbatore survey work as on 30-9-66, which shows upto 30-9-66 they were entitled for construction allowance and as per para 4 of the circular dated 17-3-64 this should be merged in their salaries because it has been stated that the affected employees submitted representation for readjustment of their salaries by margining construction allowance on the lines of what was done at Gauhati, Barauni and Gujarat Refineries.

Management's witness, MW-1 has also stated in page 3 of his evidence that the concerned workmen were working on the same post after 31-3-66. He has also stated in page 2 in the award passed in Reference No. 12 of 1972 the claim of the workmen was allowed, and accordingly they were paid construction allowance as per award passed by the Industrial Tribunal. As per circular of Board of Directors certain criteria has been laid down for payment of construction allowance to the workers and also merger of the construction allowance to their basic pay. It shows that the present workmen are entitled for construction allowance after 31-3-66 till withdrawal of construction allowance by the management and also merger of construction allowance in their basic pay from 1-12-63.

11. The learned counsel of the management argued that the written statement has not been signed by the union representative, so no award can be passed as it has got no force because it is not written statement filed by all the workmen for which reference has been made by the Government of India. Moreover, written statement shows that Md. Daud has signed on 14-2-96 on page 5 and this written statement has not been verified in the Industrial Tribunal. The written statement is not so much technical because on this ground written statement cannot be rejected when reference has been made by the Government.

In view of the discussions made above, I find that the concerned workmen are entitled for construction allowance after 31-3-1966 till withdrawal of construction

allowance by the management and also merger of construction allowance in their basic pay from 1-12-63.

12. Accordingly, following award is rendered.

The action of the management of Indian Oil Corporation Pipelines, Barauni, Begusarai in denying the construction allowance to S/Shri Mohd. Daud, M.K. Jha. Lutan and Ram Ashish Singh after 31-3-1966 and merger of the same in the pay of the employees is not justified. Hence, the concerned workmen are entitled for construction allowance after 31-3-1966 and also merger of construction allowance in their basic pay from 1-12-1963. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 13 फरवरी, 2009

का.आ. 625.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (सदर्थ सं. 67/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2009 को प्राप्त हुआ था।

[सं. एल-20012/341/2001-आई आर(सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 13th February, 2009

S.O. 625.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/2002) of the Central Government Industrial Tribunal/Labour Court-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 13-2-2009.

[No. L-20012/341/2001-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference U/s. 10 (1)(d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 67 of 2002.

Parties: Employers in relation to the management of Sijua Area of M/s. B. C. C. Ltd.

AND

Their workman

Present : Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers : None
 For the workman : Shri Udai Kumar Singh,
 Joint General Secretary &
 Shri S. Bose, Vice President.
 State : Jharkhand, Industry : Coal
 Dated, the—February, 2009.

AWARD

By Order No. L-20012/341/2001-IR(C-I) dated 19-9-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of BCCIL in non regularisation of Shri Shajad Rafi as accounts clerk is justified? If not to what relief is the concerned workman entitled and from what date?”

2. The order of reference was received in this Tribunal on 5-7-2002. Both the parties filed their respective written statements, rejoinders and documents. Thereafter the case was fixed for evidence.

3. But on 28-1-2009 Shri Udai Kumar Singh, Joint General Secretary and Shri S. Bose, Vice President of the Union appearing on behalf of the concerned workman filed a petition praying for passing a ‘no dispute’ award in the case because the case is likely to be settled now and as such they are not interested to proceed with the case. The concerned workman was also present with them in the Court.

In such circumstances I render a ‘No Dispute’ Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 13 फरवरी, 2009

का.आ. 626.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-सं. I, धनबाद के पंचाट (संदर्भ सं. 57/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2009 को प्राप्त हुआ था।

[सं. एल-20012/119/2007-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 13th February, 2009

S.O. 626.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2007) of the Central Government Industrial Tribunal/Labour Court-No. I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation

to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 13-2-2009.

[No L-20012/119/2007-IR(C-1)]
 SNEH LATA JAWAS, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL NO. I, DHANBAD.**

In the matter of a reference U/s. 10 (1)(d) (2A) of the Industrial Disputes Act, 1947

Reference No. 57 of 2007

Parties: Employers in relation to the management of H. J. Area of M/s. B. C. C. Ltd.

AND

Their workman

Present: Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers : None
 For the workman : Shri M. N. Rawani
 Joint General Secretary

State : Jharkhand Industry : Coal
 Dated, the 2nd February, 2009.

AWARD

By Order No. L-20012/119/2007-IR(CM-I) dated 16-11-2007 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal;

“Whether the action of the management of Bhowra (S) Colliery of M/s. BCCIL in dismissing Shri Haru Bhuia, M/ Loader from the service of the company w.e.f. 28-8-2004 is legal and justified? If not to what relief is the concerned workman entitled?”

2. The order of reference was received in this Tribunal on 28-11-2007.

On 23-1-2009 Shri M. N. Rawani, Joint General Secretary of the sponsoring union filed a petition on behalf of the concerned workman praying therein that they are not interested to contest the present Industrial dispute.

3. In view of the above prayer made on behalf of the workman, I pass a ‘No Dispute’ Award in the present reference case.

H. M. SINGH, Presiding Officer

नई दिल्ली, 13 फरवरी, 2009

का. आ. 627.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. इंडस्ट्रीयल

फ्यूल कम्पनी प्रा. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या-I, धनबाद के पंचाट (संदर्भ संख्या 49/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2009 को प्राप्त हुआ था।

[सं. एल-20012/149/99-आई आर (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 13th February, 2009

S.O. 627.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.No. 49/2000) of the Central Government industrial Tribunal/Labour Court No. I, Dhanbad now as shown in the annexure in Industrial Dispute between the employers in relation to the management of M/s. Industrial Fuel Company Private Limited and their workman, which was received by the Central Government on 13-2-2009.

[No. L-20012/149/99-IR(C-1)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference U/s. 10 (1)(d) (2A) of I.D. Act.

Reference No. 49 of 2000

Parties : Employers in relation to the management of M/s. Industrial Fuel Company Private Limited.

And

Their workman

Present : Shri H.M. Singh, Presiding Officer.

APPEARANCES

For the Employers : Shri R. K. Singh, Director.

For the Workman : Shri S. D. Singh, Authorised Representative.

State : Jharkhand. Industry : Coal

Dated, the 30th January, 2009

AWARD

By Order No. L-20012/149/99-(C-1) dated 20-1-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Industrial Fuel Company Pvt. Ltd. at Bhuli, Dhanbad in retrenching the services of 59 workmen as per corrigendum given in the list without following the provisions of the I.D. Act and without paying lay off compensation, retrenchment compensation,

notice pay and other dues to the concerned workmen is legal and justified? If not, to what relief are the concerned workmen entitled?”

2. In this reference case both the parties have settled their dispute mutually outside the Court. A joint petition of settlement, duly signed by both the parties, has been filed in this Tribunal. I have gone through the terms of settlement and I find that the settlement is fair and proper.

3. Accordingly, I pass an award in terms of the settlement, which shall form part of the award.

H.M. SINGH, Presiding Officer

BEFORE THE PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference No. 49/2000

Parties : Employers in relation to the management of M/s. Industrial Fuel Company Private Limited, 216, AJC Bose Road, Calcutta-17, At Present : Bhuli, P. O. & P. S. Bhuli Distt. Dhanbad-828104.

And

Their workmen.

Joint petition on behalf of the Employers and their workmen to pass consent award in terms of the mutual settlement dated 7-12-2008.

The above-mentioned petitioners beg to submit as under :

1. That, while the aforesaid Reference case is pending before this Hon'ble Tribunal both parties, the employers and the workman, expressed their willingness of their own volition to bring the dispute to a harmonious end by a mutual settlement. Accordingly as provided under the provisions of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957 an amicable settlement has been reached at through the process of bilateral negotiations between the parties to resolve the dispute.
2. That, by the said settlement all disputes/differences whatsoever between the parties have been resolved fully and finally.
3. That, 59 Nos. of cheque issued in favour of the workmen in term of settlement are enclosed for disbursement to workmen on identification of authorised representative of the workmen.
4. That, in view of the said settlement both parties do not want to pursue the aforesaid reference case henceforward.
5. That, as agreed upon both parties jointly submit this petition alongwith copy of the settlement dated

7-12-08 in requisite number to this Hon'ble Tribunal with a prayer to pass CONSENT AWARD in terms of the settlement pertaining to the aforesaid Reference case.

In view of the submissions made above the Hon'ble Tribunal is humbly prayed to be graciously pleased to pass the CONSENT AWARD in terms of the settlement dated 7-12-2008.

And for this both parties shall be ever grateful.

Ram Kumar Singh. Sheo Darshan Singh, 12-1-2009
Director

For & on behalf of employers Authorised Representative of workmen,

M/s. Industrial Fuel Hirapur (Manoram Nagar)
Co. Private Limited Luby Circular Road,
216, AJC Bose Road, P. O., & Distt Dhanbad
Calcutta-17 At Present
Bhuli, P. O. & P. S.
Bhuli, Distt. Dhanbad.

FORM-H

[Rule 58 of Industrial Disputes (Central) Rules, 1957]

MEMORANDUM OF SETTLEMENT

Representing Employer (s) Representing workmen

Ram Kumar Singh Sheo Darshan Singh
Director Authorised Representative
M/s Industrial Fuel Co. of the workmen
Private Limited.. Hirapur (Manoram Nagar)
216, AJC Bose Road, Luby Circular Road
Calcutta-17 P. O. Dhanbad.

At Present : Bhuli. Dist. Dhanbad - 826001
P.O. & P.S. Bhuli.
Distt. Dhanbad: 828104

SHORT RECITAL OF THE CASE

Whereas the Present reference Case is in sequence to the Industrial dispute raised by the workmen before the Regional Labour Commissioner(C). Govt of India, Dhanbad in the year 1998. The authority concerned initiated conciliation process to resolve the dispute while calling upon both parties to put their respective side of the case. But due to differences in approach of both parties to the dispute conciliation ended in failure. Consequently Failure of Conciliation Report was submitted to the Ministry of Labour, Government of India, New Delhi by the Conciliation Officer/Asstt. Labour Commissioner

Whereas in view of Failure of Conciliation Report the Ministry of Labour, Government of India, New Delhi referred the dispute vide Order No. L-20012/149/09 (C-1) dated 20-1-2000 to this Hon'ble Tribunal for adjudication with the following schedule :

"Whether the action of the management of Industrial Fuel Company Pvt. Ltd., at Bhuli, Dhanbad in retrenching the services of 77 workmen given in the list without following the provisions of the I.D. Act and without paying lay-off compensation, retrenchment compensation, notice pay and other dues to the concerned workmen is legal and justified? If not, to what relief are the concerned workmen entitled?"

Whereas the Hon'ble Tribunal registered the said reference as Reference Case No. 49/2000.

Whereas the number of workmen given in the Schedule as 77 was factually not correct the Regional Labour Commissioner(C). Government of India, Dhanbad as well as Ministry of Labour, Government of India, New Delhi were requested to rectify the error. In fact, only 59 workmen had raised the dispute before the Regional Labour Commissioner. Accordingly the error was rectified by the authorities concerned and a revised list containing the names and addresses of 59 workmen was sent to the Hon'ble Tribunal.

Whereas the aforesaid Reference Case is pending before the Hon'ble Tribunal the employers and the workmen jointly prayed on 24-9-2008 for permission to settle the dispute mutually which the Hon'ble Tribunal had been pleased to grant them.

And whereas the points of contention were thoroughly discussed by both parties on several occasions and lastly today i.e. 7-12-2008 and as a result thereof both parties agreed to settle the dispute once for all on the terms and conditions stated below :

Terms & Conditions

That, the management is ready to pay following amount to the following workmen :

1. Ketu Turee	3225
2. Kartik Mahato	1000
3. Mahadeo Rawani	1000
4. Sukhdeo Singh	1000
5. Chhotu Kol	1500
6. Kapildeo Thakur	1000
7. Gendu Kol	1000
8. Asgar Khan	1000
9. Raju Bhuiya	2500
10. Kashinath Koda	1500
11. Jay Bhagwan Lal	1000
12. Madho Singh	1000
13. Ashok Thakur	2500
14. Vinod Rawani-I	3225
15. Vinod Rawani-II	1500
16. Rajesh Mahato	1000
17. Dalu Rawani	1500
18. Badri Rawani	1000
19. Gorelal Bhuiya	1000

20.	Ruplal Kol	1500
21.	Rajendra Sao	1500
22.	Rajendra Mahato	1000
23.	Gendhari Kamin	1000
24.	Bhanu Kamin	2500
25.	Jugani Kamin	2500
26.	Nuresha Kamin	1000
27.	Champa Kamin	1500
28.	Tumia Kamin	1000
29.	Jangli Kamin	1000
30.	Pawani Kamin	2500
31.	Sanjoti Kamin	2500
32.	Sobiya Kamin	2500
33.	Putul Kamin	1500
34.	Dulali Kamin	2500
35.	Arjun Bhuiya	2500
36.	Mahabir Kole	1500
37.	Mahabir Bhuiya	1000
38.	Duryodhan Vishwakarma	2000
39.	Jago Badhai	1750
40.	Maksud Khan	3225
41.	Dwarik Bhuiya	1000
42.	Virdhan Kol	1500
43.	Jago Bhuiya	1500
44.	Mithu Mahato	3225
45.	Papu Manjhi	2500
46.	Jagdish Koda	2000
47.	Jhagru Modi	3224
48.	Jageshwar Mahato	3225
49.	Nand Lal Rawani	1500
50.	Panwa Kamin	1500
51.	Podiya Kamin	2500
52.	Sohagi Kamin	2500
53.	Soniya Kamin	1000
54.	Sabo Kamin	1500
55.	Parani Kamin	1000
56.	Muniya Kamin	2500
57.	Shanti Rawani	2000
58.	Funagi Kamin	2000
59.	Jitani Kamin	2000

Total Rs. 1,04,600

2. That, the workmen are ready to accept the above amount as mentioned against their names as full and final settlement in respect of present reference.

3. That, the management will pay to the workmen by A/c. Payee Cheques within two months.

4. That, the settlement agreed on by both parties will be treated as final and irrevocable in respect of all claims arising out of the dispute referred to above and as such no further claim will be made upon the management in future.

5. That, both parties will jointly move a petition together with copy of this settlement before the Hon'ble

Central Govt. Industrial Tribunal No. I, Dhanbad with a prayer to pass a CONSENT AWARD in respect of the aforesaid Reference Case while treating the dispute as mutually resolved once for all.

Whereas both parties have signified their acceptance of the terms and conditions of this Memorandum of Settlement by putting their respective signatures thereon on this day of 7-12-2008.

For the Employer(s):

Ram Kuntar Singh,
M/s. Industrial Fuel
Co. Private Limited
Director,
216, A/C Bose Road,
Calcutta-17 A/P, Bhuli,
P. O. & P. S. Bhuli,
Distt. Dhanbad-828104.

For the Workmen:

(Sheo Darshan Singh)
Authorised Representative
of the workmen,
Hirapur (Manoram Nagar),
Luby Circular Road,
P. O., Dhanbad Distt.
Dhanbad-826001

Dated: 7-12-2008

WITNESS:

For the Employer:
(Gagendra Singh)

M/s. Industrial Fuel Co.
Pvt. Ltd., Bhuli,
P.O. & P.S. Bhuli, Distt.
Dhanbad

For the Workmen:
1. (Ketii Turee)

Vill: Bhuli Basti,
P.O. & P.S. Bhuli, Distt.
Dhanbad-828104.

2. (Mithu Mahato)
Vill: Bhuli Basti,
P.O. & P.S. Bhuli, Distt.
Dhanbad-828104.

नई दिल्ली, 13 फरवरी, 2009

का.आ. 628.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै. बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय स.-1, धनबाद के पंचाट [संदर्भ सं. 257/2001(Old)/65/2003 (New)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-2-2009 को प्राप्त हुआ था।

[सं. एल-20012/332/99-आई. आर. (सी-1)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 13th February, 2009

S.O. 628.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. 257/2001 (Old)/65/2003 (New)] of the Central Government Industrial Tribunal/Labour Court No.-I, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L.

and their workman, which was received by the Central Government on 13-2-2009.

[No. L-20012/332/99-IR(C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

Present : Shri H.M. Singh, Presiding Officer

In the matter of an Industrial Dispute under Section 10 (1)(d) of the I. D. Act, 1947.

Reference No. 257 of 2001 (Old)

Reference No. 65/2003 (New)

Parties : Employers in relation to the management of BCCL's Bhuli Town and their workmen.

APPEARANCES

On behalf of the workmen : Mr. R. K. Prasad,
President,
Bihar Shramik Sangh.

On behalf of the Employers : Mr. D.K. Choubey,
Advocate

State : Jharkhand. Industry : Coal

Dated, Dhanbad, the 28th January, 2009.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to the Central Govt. Industrial Tribunal No. 2, Dhanbad vide Ministry's Order No. L-20012/332/99- I. R. (C-I), dated the 18th September, 2001. Subsequently vide Ministry's Order No. L-20012/332/99- I. R. (C-I), dated the 26th March, 2003 the said reference has been transferred to the Central Govt. Industrial Tribunal No. 1, Dhanbad. The said reference was Registered as Ref. No. 257/2001 in Central Govt. Industrial Tribunal No. 2, Dhanbad and after transfer of the same in Central Govt. Industrial Tribunal No. 1, Dhanbad it has been registered as Reference No. 65 of 2003.

SCHEDULE

"Kya Bihar Shramik Sangh ki Bharat Coking Coal Limited, Bhuli Town administration key pravandhtantra sey mang ki Shri Karuram Evam Sunchi mey Diyey gaye anyya 66 Karmakaron ko unkey mul pad mey punaa sthapit kiya jaye tatha uska vetan pichchli tarikh sey diya jayee uchit evam naya sangat hain? Yadi han to karmkar kis rahat key patra hain tatha kis tarikh sey?"

2. In the Written statement of the concerned workmen it has been disclosed by them that the concerned workmen Karu Ram and 66 others were working at Bhuli Town Administration since 1979-80 to the satisfaction of all

concerned in the job of maintenance of Bhuli Town Administration and they were engaged by M. s. BCCL. However, the job performed by them were prohibited and perennial in nature. It has been further stated that the concerned workmen were not paid proper and regular wages as per provisions of the Company and in order to deprive them from their legitimate right the management of Bhuli Town Administration created a paper device showing the concerned workmen as Contractor's workers of one Shri Nutan Kishore Prasad and Naresh Prasad respectively. The contractors referred to above were not the independent contractors. It has further been stated by the workmen that the job which they used to perform was under the managerial and supervisory staff of the company and their attendance used to be marked in the Attendance Register maintained by the Company.

In the year 1993 the management of Bharat Coking Coal Ltd. instructed the concerned workmen that as the Government prohibited engagement of contractor the management is unable to provide employment to the concerned workmen until they become the members of the Workers' Co-operative Society duly registered and further assured them to provide employment through Co-operative Society. Thereafter the services of the concerned workmen were terminated in the year 1993 and the anti-labour management thereafter published a tender notice in respect of the aforesaid job and invited tender from private contractors. Being aggrieved the workmen concerned filed a Writ petition before Hon'ble High Court, Patna Ranchi Bench, at Ranchi and challenged against the management order vide C.W.J.C. No. 117/93(R), 118/93(R) and 183/93(R). Bhuli Town Administration appeared before the Hon'ble High Court and submitted Counter Affidavit giving undertaking that the management is ready to provide employment to the workmen if they come forward for doing the said job being the members of the registered Co-operative Society. The union has submitted that the concerned workmen are the members of Bihar Shramik Sangh which union also filed a Writ petition before the Hon'ble High Court, Patna Ranchi Bench vide C.W.J.C. No. 183/1993(R) and the Hon'ble High Court upon hearing passed the order that the concerned workmen should constitute Co-operative Society and get registered under the Co-operative Society Act and in the meanwhile tender papers in respect of the aforesaid work to be supplied to the Bihar Shramik Sangh. Accordingly, the management of BCCL gave tender to the Trade Union of the concerned workmen i.e., Bihar Shramik Sangh after receiving the fees and earnest money. Thereafter according to the direction of the Hon'ble High Court and upon the recommendation of the Deputy Commissioner, Dhanbad Thikashramik Sahayog Samity Limited, Bhuli Nagar has been constituted by the concerned workmen and registered under the Co-operative Societies Act. Since then the concerned workmen are demanding employment from the management but the management is not providing them

employment even after completion of all formalities required for the purpose done by the concerned workmen as per instruction of the management. The concerned workmen are entitled to be reinstated with full back wages. It has been further stated that the Private Contractors are doing the same job in Block-A, B, C, D & E including Hospitals, Dispensaries, Water Supply and Offices etc. although the same job has been prohibited by the Contract Labour Act. The management even did not return the earnest money and cost of tender papers to the concerned workmen till to-day. The concerned workmen are also entitled to be reinstated in their original jobs. In the large number of cases, the management of BCCI regularised the services of the Co-operative Workers either through Award or Settlement. Accordingly it has been prayed on behalf of the workmenside to pass an Award holding that the demand of the Union from the management of Bhuli Town Administration of M/s. Bharat Coking Coal Ltd. that Shri Karu Ram & 66 Others as per list to reinstate them in their original jobs with full back wages is legal and justified and to direct the management to reinstate them with full back wages and consequential benefits and regularise them from the dates of their engagement at Bhuli Township and pay them of difference of wages.

3. The management side have also filed their Written Statement stating therein that the concerned Karu Ram and 66 other persons have never worked under BTA in any capacity, hence the reference made for adjudication before this Hon'ble Tribunal is neither maintainable in law nor in fact for want of relationship of employer and employees between the management and the concerned persons. The appropriate Government has mechanically referred the dispute for adjudication without appreciating the fact properly that the so-called industrial dispute raised has been a belated fictitious one and without factual foundation or legal sanction. All such fake industrial dispute is raised by the so-called President of the Bihar Shramik Sangh Shri R. K. Prasad who has been dismissed from BCCL management and who in order to earn his livelihood adopted such malpractices of selling employment on indulging him in unfair union activities in running a business of procuring people illegally employment by misuse and abusing the process of law. Regarding the activities of concerned Sri R. K. Prasad as President of BSS a detailed submission before the conciliation officer was made in connection with the instant reference and to avoid repetition a copy of the said version of the management has been annexed with the W.S. which the management has prayed to treat as part and parcel of this Written Statement. In regard to the Award in Reference Case No. 48/91 management have submitted that an enquiry was conducted under the direction of the Hon'ble Supreme Court as contained in the decision reported in (1999) Vol. (I) S.C.C. Page 177 by the Ld. District Judge, Dhanbad in which none of the Awardees was found as genuine beneficiary of the Award rendered by the

Hon'ble CGIT exparte and such conclusion is sufficient to lead to an authority about the merit of the dispute referred for adjudication. It has been further stated on behalf of the management that the initial demand of the persons concerned has been that the co-operative society formed by them be treated as contractor to participate in the tender floated for the work and to have that status the persons concerned moved successive writ petitions before the Hon'ble High Court in C.W.J.C. No. 117/93(R), 118/93(R) and 183/93(R) all of which were disposed of with observation. The management have filed copies of the order in the respective writ petitions for perusal of the Tribunal. They have further submitted that a person in the status of contractor cannot claim absorption or regularisation and hence the reference is bad-in law. They have submitted that automatic absorption or regularisation in the employment the present reference is not tenable in view of the formulation settled by the Hon'ble Apex Court in the case of Steel Authority of India Ltd. and the concerned persons have failed to make out even a prima facie case for regularisation. Accordingly it has been prayed that an Award be passed in favour of the management rejecting the claim of the concerned workmen.

4. Both the parties have filed their respective rejoinder admitting and denying contents of some of the paras of each other's Written Statement.

5. Management have produced and examined MW-1 M.K. Singh who has supported the case of the management and stated that the concerned workmen never worked in Bhuli Town Administration under Bhuli Town Administration in any capacity. Management produced and examined MW-2 Shri Arun Kumar Dubey, Personnel Manager, BCCL, Koyala Nagar. He has also stated that the concerned workman Karu Ram and 66 others never worked in any capacity under Bhuli Town Administration. Management also produced MW-3 Narayan Singh who is working as Supervisor and posted at Bhuli Town Administration Dhanbad also stated that the concerned workman never worked in any capacity at Bhuli Town Administration of M/s. BCCL. The workman side in order to substantiate their case has produced WW-1 Manoj Kumar who has supported the case of the workman and also proved Ext. W-1, W-2, W-3, W-4, and W-5 to W-10. The workman also produced WW-2 Mahendra Ram who has also proved document marked as Ext. Y, Y-1 and Y-2. The workman also produced and examined WW-3 Shyam Kishore who supported the case of the workman. Workmen also produced and examined WW-4 R. K. Prasad who has proved Ext. W-2 and also stated that the application of Bodh Raj Balmiky has been moved which is also exhibited in this reference. The above witness also proved Ext. W-16 and W-17.

6. Main contention of the workmen is that they are regular employees of the management and they were doing repairing of hand pumps, sweeping and cleaning. They

10. WW-2 Mahendra Ram stated in cross-examination at page-3 that there is document regarding engagement of the concerned workmen which they have filed. But he cannot say the date of that document and who has granted the same. They have got no pay slip to show that they have received payment of wages. There is attendance Register in the possession of BCCL but they have not filed the same. He has not filed any document to show that he has worked under S.N. Singh, Supervisor, and that they have formed cooperative but no work was allotted to them. There must be papers showing that they have been stopped from work. But the witness is not sure whether those documents have been filed or not. The evidence of this witness therefore shows that Ext. W-11 and documents marked for identification as A-2 to A-19 which has been filed by the workmen is not believable as per evidence of the concerned workmen. It shows that these documents are either false or fictitious.

11. The evidence of WW-3 Shyam Kishore who has stated in cross-examination that he worked under contractor but he does not know his name. Neither he has got appointment letter, pay slip nor for termination there is any letter from BCCL. As he has got not letter for supplying of materials by BCCL for execution of work. WW-4 R.K. Prasad stated in cross-examination that he cannot say the name of workmen whose names have been mentioned in the present reference and also mentioned in order reference. It shows that he does not want to disclose the truth. He again at para-3 stated that these workmen supplied instrument to BCCL. In W.S. it has been stated that for execution of work by workmen instruments are supplied by BCCL but in cross-examination at page-2 para-3 he states that the workmen supplied instrument to BCCL which is against the W.S. It also shows contradiction given on oath also in W.S. This witness WW-4 in his cross-examination at page-3 para-6 stated "I have got no knowledge that BCCL has issued I.D. Card, Pay slip or payment is made through pay slip. This witness is a Labour Leader and he has participated in the conciliation proceeding before the ALC(C) as Office Bearer of the Union. At his initiation Reference has been made by the Central Government and he showed ignorance of the I.D. Card of BCCL, Pay Slip of BCCL, whether payment is made through pay slip or not or I.D. Card is issued to the BCCL employees. It shows that he does not want to disclose the true things before the Tribunal. He has also stated that under his signature industrial dispute of Ref. No. 48/91 was raised. In cross-examination at page-7 the above witness stated that on Ext. W-16 there is no signature on page Nos. 2 to 10 and also in Ext. W-17 there is no signature in page 1 and 2. So these exhibits have no evidentiary value."

12. Ld. Counsel for the workmen argued that M-1 stated at page 6 of his cross-examination "I do not remember that some workers have not been found genuine. Who have been identified have been given employment

as per letter dtd. 18-7-1995". This cross-examination of witness shows that management is very bonafide for giving employment to the genuine workmen to whom they have found genuine. It has been argued on behalf of the workmen that Bodhraj Valmiki whose pay has been deposited by the management has not been paid to him timely. This has got no relevancy in the presence reference. It has been stated by MW-1 in para 7, 8 and 9 the following :--

"That none of the Awardees of Ref. Case No. 48/91 have been adjudicated as genuine beneficiary in an enquiry conducted under the direction of the Hon'ble Supreme Court and some of the awardees of Ref. Case No. 48/91 and other Ref. Cases are also involved in this present Ref. Case like Jagdish Ram Sl.No. 55, Shankar Kishore Sl.No. 5, Subodh Kumar Sl.No. 7, Naresh Prasad Sl.No. 63, Shambhu Kumar Sl.No. 96, Rabindra Sharma, Arun Kumar Sl.No. 34, Bishwanath Ram Sl. No. 24, Upendra Singh Sl.No. 82, Tara Devi Sl.No. 49, Suresh Kumar Sl.No. 109 etc. Similarly the names of Karu Ram and Vijay Kumar is also exists in Sl.Nos. 28 and 14 as awardee in Ref. Case No. 165/93. The name of one Bhodraj Balmiki is also exist in Sl.No. 7 and Tara Devi is in Sl.No. 16 in Ref. Case No. 48/82 as awardee."

It shows that there are persons in Ref. Case Nos. 48/91, 165/93 and 48/82, those persons are also involved in the present Reference. It shows that when Reference No. 48/91 has not been accepted due to fictitious persons who have not been found genuine, an enquiry has been conducted by the District Judge, Dhanbad, those persons also find place in the present reference, shows that those fictitious persons had tried to be inducted in the present case. In C.W.J.C. No. 1889/98 Hon'ble Jharkhand High Court has quashed the Ref. No. 165/93 by order dated 23-12-2003. The Representative for the workmen argued that MW-3 stated in cross-examination at page-6 that there are 10 departmental casual labours though that list has not been filed. They have already been employed and such 10 persons are Vinod Kumar, Umesh Lal, Jagdish Valmiky Prabhudayal Valmiky, Lachhman Valmiky and rest names he is not remembering. As per official record Jagdish and Bodhraj Valmiky are in employment.

13. The representative of the workmen has referred Ext. W-16 which is a letter written by Sr. A.O., B.T.A. to Shri R. K. Prasad. Ext. W-17 is a nothing sheet written by Sr. A.O. to Shri U. Mishra, Law Officer, Karmik Bhawan, BCCL. He argued that on the basis of these exhibits the concerned workmen should be presumed to be the employees of BCCL but there is no force in the argument and same cannot be accepted because internal correspondence of BCCL cannot be made the ground for appointment. On such internal letters it cannot be presumed that the persons concerned are the employees of BCCL because one has to stand on his own leg. The concerned

workmen have to prove that they are the workmen of BCCL and BCCL management have terminated their services illegally and this has not been proved in any way. Mere working under any contractor or by mere requirement by the management for work does not create any relationship or employer and employee. Ext. W-1 is simply a letter by Dy. Personnel Manager, Bhuli Town Administration, BCCL regarding Bodhraj Balmiki and Ext. W-3 is a letter from ALC(C) Dhanbad regarding discussion to Shri R. K. Prasad and also Ext. W-2 is a Memorandum regarding municipal services through co-operative workers after forming co-operative society and Ext. W-4 is a settlement and Ext. W-5 is a minute of discussion, Ext. W-6 is a letter by Personnel Manager (Admn.) to General Manager (Personnel) BCL Koyala Bhawan for recruitment, Ext. W-7 is a minute of discussion, Ext. W-8 is a letter by Administrative Officer to the Personnel Manager regarding appointment of Sweeper from Gram Vikash Samity, Ext. W-9 is a letter by Shri R. K. Prasad, Union Leader and Ext. W-10 is regarding enquiry case No. 1/97, Ext. W-12 and Ext. W-12/1 is Award regarding Ref. No. 48/91, Ext. W-12/2 is regarding Ref. No. 165/93 Ext. W-12/3 is regarding LC. 11/95, Ext. W-13 is a letter by Law Officer and Ext. W-15 is a letter by Bodhraj Balmiki, Ext. W-16 is a list of 180 persons to R. K. Prasad regarding workmen who have completed 240 days and Ext. W-17 is a comment of O. P. Srivastava, Sr. Administrative Officer.

14. In the decision reported in 2006 (2) JJLR page-282 it has been held by the Hon'ble Supreme Court which is as follows :—

“Service Law-Appointments no employment is envisaged outside the constitutional scheme and without following the requirements set down therein—equality of opportunity is the hall mark—provisions exist for affirmative action to ensure that unequals are not treated equals—though the Government is not precluded from making temporary appointments, regular appointments must be the rule—constitutional scheme of public employment flows from Articles 14, 16, 315, 320 and 335— in absence of any right to a post or to a particular status, appointment cannot be deemed to be valid—directions for re-engagement of such persons in any other work would make judicial process another mode of recruitment dehors the rules (Paras 10, 12, 22, 24, 27, and 40).

Service-Law-Appointment-equality-rule of equality in public appointment is a basic constitutional feature—unless appointment is in terms of relevant rules and after a proper competition, same would not confer any right on the appointees—contractual appointment ends with the contract—daily wages or casual appointment ends with discontinuation—temporary appointee cannot claim permanency on expiry of the term—by merely working for a long time one does not acquire a right for regularisation such

persons cannot invoke doctrine of legitimate expectation. (Paras 27, 34 and 38).

Service Law—Pay equal pay for equal work—while accepting employment, daily wages or casual or temporary, person concerned knows the nature of his employment and wages to be paid—daily wages form a class by themselves they cannot claim discrimination with regular employees—even by invoking the principle of equal pay for equal work they cannot be treated at par with regular employees—Articles 14 and 16 not attracted (Paras 36 and 39).

Constitution of India—Article 21—regularisation—regularisation of persons engaged dehors the rules in the guise of upholding rights u/Art. 21—also, daily wages having accepted the employment on their own volition, cannot be termed forced labour and it does not breach Art. 23—right to like does not include right to employment. (Paras 41 and 42).”

In another decision reported in Lab. I.C. 2001 page 3658 in Steel Authority of India Ltd. V. N.U. Water Front Workers Hon'ble Supreme Court laid down the following :—

“(H) Contract Labour (Regulation and Abolition) Act (37 of 1970) S.10-Prohibition of contract labour—Automatic absorption of Contract Labour by principal employer—Not contemplated by Act—Contract Labour however to be given preferences in employment by principal employer.

(I) Contract Labour (Regulation and Abolition) Act (37 of 1970). Ss. 2(1), 2(c) Industrial Disputes Act (14 of 1947), S. 2(s) Contract Labour—Engagement by master and servant between contractor labour and principal employer.

(J) Contract Act (9 of 1872). S.1-Industrial Disputes Act. (14 of 1947), S.2(s)-Employer-employee relationship-Contract Laws-Are not in applicable.”

The workmen have failed to prove by any cogent evidence that they were engaged by the management at any time and in any capacity. The names of the persons of the present reference finds place in Ref. No. 48/82, 48/91 and 165/93. It shows that they are not genuine persons. I do not find any merit in the case of the workmen. Accordingly the following Award is rendered :—

“BIHAR SHRAMIK SANGH KI BHARAT COKING COAL LIMITED BHULI TOWN ADMINISTRATION KEY PRAVANDHTANTRA SEY MANG KI SHRI KARU RAMEVAM SUICHI MEY DIYEY GAYE ANYYA 66 KARMAKARON KO UNKEY MUL PAD MEY PUNNA STHAPIT KIYA JAYE TATHA USKA VETAN PICHCHLI TARIKH SEY DIYA JAYEE UCHIT NAHI HAIN EVAM NAYA SANGAT NAHI HAIN. ATTA KARMKAR KISSI RAHAT KEY PATRA NAHI HAIN.”

H. M. SINGH, Presiding Officer

नई दिल्ली, 16 फरवरी, 2009

का.आ. 629.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 6/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/202/2004-आई आर (सीएम- II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 629.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2006) of the Central Government Industrial Tribunal-cum- Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workman, received by the Central Government on 16-02-2009.

[No. L-22012/202/2004-IR (CM-II)]
AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 27th day of January 2009

Industrial Dispute No. 6/2006

BETWEEN

The Joint Secretary,
Food Corporation of India Workers' Union,
58/1, Diamond Harbour Road,
Kolkata-700023.

...Petitioner

And

The District Manager,
Food Corporation of India,
District Office, 47-11-7, 2nd Floor,
Dwarkanagar, Visakhapatnam.

...Respondent

APPEARANCES

For the Petitioner : Sri Chandana Suryanarayana,
Advocate
For the Respondent : M/s Lanka Venkateswarlu &
Co., Advocates.

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-22012/202/2004/IR(CM-II) dated 13-05-2005 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Food Corporation of India and their workman. The reference is,

SCHEDULE

"Whether the demand of the Food Corporation of India Workers' Union for restoring the old method of calculation by dividing the basic wages with that of 26 for purpose of HTS (House Rent Allowance) in respect of the workers of Food Corporation of India Visakhapatnam Port and Depot by the Management of Food Corporation of India, District Office, Visakhapatnam is legal and justified? If so, to what relief the concerned union is entitled?"

The reference is numbered in this Tribunal as I.D. No. 6/2006 and notices issued to the parties.

2. After filing vakalat of counsel for the Petitioner, Petitioner is continuously absent. Both parties absent since several adjournments. Since Petitioner is not interested in proceeding the case, the case is closed. Accordingly a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 27th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner NIL	Witnesses examined for the Respondent NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 फरवरी, 2009

का.आ. 630.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 57/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/301/2004-आई आर (सीएम- II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 630.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2005) of the Central Government Industrial Tribunal-cum- Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workman, received by the Central Government on 16-02-2009.

[No. L-22012/301/2004-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD****Present : Shri Ved Prakash Gaur, Presiding Officer****Dated the 29th day of January 2009****Industrial dispute No. 57/2005****BETWEEN**

The General secretary,
Visakhapatnam Port and Dock Mazdoor Sangh,
D. No. 53-20-2/1, Chaitanyanagar,
Visakhapatnam-530013.

Petitioner**And**

The Chief General Manager,
M/s. Singareni Collieries Company Ltd.,
Ramagundam-I Division,
Godavarikhani-505209.

Respondent**APPEARANCES**

For the Petitioner : M/s. C. Vijaya Shekar Reddy
Advocates & S. Vijay Venkatesh,

For the Respondent : NIL

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-22012/301/2004/IR(CM-II) dated 4-8-2005 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Singareni Collieries Company Ltd., and their workman. The reference is,

SCHEDULE

"Whether the action of the Management of Singareni Collieries Company Limited, Ramagundam-I Division, Godavarikhani in reverting Sh. Gone Narsinga Rao, General Mazdoor Godavarikhani-1 Inc, from Trammer post to General Mazdoor post is legal and justified? If not, to what relief he is entitled?"

The reference is numbered in this Tribunal as I.D. No. 57/2005 and notices issued to the parties.

2. After filing vakalat of counsel for the Petitioner, Petitioner is continuously absent and did not file his claim statement and documents even after lapse of 2½ years. It appears that petitioner is not taking interest to put his case before this tribunal, as such he is not entitled to any relief. Accordingly, a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 29th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer**Appendix of Evidence**

Witnesses examined for the Petitioner	Witness examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 फरवरी, 2009

का.आ. 631.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 58/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/305/2005-आई आर (सी एम- II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 631.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2006) of the Central Government Industrial Tribunal-cum- Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workmen, received by the Central Government on 16-02-2009.

[No. L-22012/305/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present : Shri VED PRAKASH GAUR, Presiding Officer****Dated the 7th day of November, 2008****Industrial dispute No. 58/2006****BETWEEN**

The General Secretary,
(Sri Bandari Satyanarayana)
Singareni Collieries Employees Council,
H. No. 18-3-90/3, Ganesh Nagar,
Markendeya Colony,
Godavarikhani, Karimnagar
Distt. 505209

...Petitioner**And**

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Mandamarri Division, Mandamarri,
Adilabad District.

... Respondent**APPEARANCES**

For the Petitioner : NIL

For the Respondent : M/s P.A.V.V.S. Sarma &
Vijayalaxmi Panguluri,
Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/305/2005-IR(CM-II) dated 5-10-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the

management of M/s Singareni Collieries Co. Ltd., and their workman. The reference is,

SCHEDULE

“Whether the action of the management of M/s Singareni Collieries Co. Ltd., in terminating the services of Sri Kadari Pentaiah, Coal Filler with effect from 6-6-2002 is legal and justified? If not, to what relief the workman is entitled?”

The reference is numbered in this Tribunal as I.D. No.58/2006 and notices were issued to the parties.

2. Petitioner absent for the last several dates. None appeared for petitioner. He has not filed even claim statement though the matter was referred in the year 2006. In view of the circumstances that Petitioner is not taking interest and not prosecuting the case, the case is closed and a ‘Nil’ Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 7th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner NIL	Witness examined for the Respondent NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 फरवरी, 2009

का.आ. 632.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 64/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/308/2005-आई आर (सी एम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 632.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.64/2006) of the Central Government Industrial Tribunal-cum- Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workmen, received by the Central Government on 16-02-2009.

[No. L-22012/308/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri VED PRAKASH GAUR, Presiding Officer

Dated the 7th day of November, 2008

Industrial dispute No. 64/2006

BETWEEN

The Vice President,
(Sri S. Satyanarayana)

Singareni Collieries Employees
Council (INTUC), C-230, Bazar Area,
Bellampalli-504251.

... Petitioner

And

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Mandamarri Division, Mandamarri,
Adilabad District.

... Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : M/s P.A.V.V.S. Sarma &
Vijayalaxmi Panguluri,
Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/308/2005-IR(CM-II) dated 9-10-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Singareni Collieries Co. Ltd., and their workman. The reference is,

SCHEDULE

“Whether the action of the management of M/s Singareni Collieries Co. Ltd., in reducing two annual increments with cumulative effect in respect of Sri Katla Rajamouli, Coal Filler with effect from 7-4-2000 is legal and justified? If not, to what relief the workman is entitled?”

The reference is numbered in this Tribunal as I.D. No.64/2006 and notices were issued to the parties.

2. Petitioner absent for the last several dates. He has not filed even claim statement though the matter was referred in the year 2006. Memo filed by the petitioner counsel is rejected today i.e., 7-11-2008. In view of the circumstances that Petitioner is not taking interest and not prosecuting the case, the case is closed and a ‘Nil’ Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 7th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the
Petitioner
NIL

Witness examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 फरवरी, 2009

का.आ. 633.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 62/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/315/2005-आई आर (सीएम- II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 633.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.62/2006) of the Central Government Industrial Tribunal-cum- Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workmen, received by the Central Government on 16-02-2009.

[No. L-22012/315/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present: Shri VED PRAKASH GAUR, Presiding Officer

Dated the 7th day of November, 2008

Industrial dispute No. 62/2006

BETWEEN

The General Secretary,
(Sri Bandari Satyanarayana)
Singareni Collieries Employees Council,
H. No. 18-3-90/3, Ganesh Nagar,
Markendeya Colony,
Godavarikhani, Karimnagar
Dist. 505209

... Petitioner

And

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Mandamarri Division, Mandamarri,
Adilabad District.

... Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : M/s P.A.V.V.S. Sarma &
Vijayalaxmi Panguhuri,
Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/315/2005/IR(CM-II) dated 9-10-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Singareni Collieries Co. Ltd., and their workman. The reference is,

SCHEDULE

"Whether the action of the management of M/s Singareni Collieries Co. Ltd., in terminating the services of Sri Peddaboina Posham, Coal Filler with effect from 7-4-2000 is legal and justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 62/2006 and notices were issued to the parties.

2. Petitioner absent for the last several dates. None appeared for petitioner. He has not filed even claim statement though the matter was referred in the year 2006. In view of the circumstances that petitioner is not taking interest and not prosecuting the case, the case is closed and a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 7th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the
Petitioner
NIL

Witness examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 16 फरवरी, 2009

का.आ. 634.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 61/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/319/2005-आई आर (सीएम-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 634.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.61/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workman, received by the Central Government on 16-02-2009.

[No. L-22012/319/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 7th day of November, 2008

Industrial dispute No. 61/2006

BETWEEN

The General Secretary,
(Sri Bandari Satyanarayana)
Singareni Collieries Employees Council,
H. No. 18-3-90/3, Ganesh Nagar,
Markendeya Colony,
Godavarikhani,
Karimnagar Dist. 505209

... Petitioner

And

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Mandamarri Division, Mandamarri,
Adilabad District.

... Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : M/s P.A.V.V.S. Sarma &
Vijayalaxmi Panguluri,
Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/319/2005/IR(CM-II) dated 9-10-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Singareni Collieries Co. Ltd., and their workman. The reference is,

SCHEDULE

"Whether the action of the management of M/s Singareni Collieries Co. Ltd., in terminating the services of Sri P. Shankar, Coal Filler with effect from 16-12-1998 is legal and justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No.61/2006 and notices were issued to the parties.

2. Petitioner absent for the last several dates. None appeared for petitioner. He has not filed even claim statement though the matter was referred in the year 2006. In view of the circumstances that petitioner is not taking interest and not prosecuting the case, the case is closed and a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 7th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the
Petitioner
NIL

Witness examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Petitioner

NIL

नई दिल्ली, 16 फरवरी, 2009

का.आ. 635.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस.सी.सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 60/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-2-2009 को प्राप्त हुआ था।

[सं. एल-22012/320/2005-आई आर (सीएम- II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 16th February, 2009

S.O. 635.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 60/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of M/s. Singareni Collieries Co. Ltd. and their workman, received by the Central Government on 16-02-2009.

[No. L-22012/320/2005-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 7th day of November, 2008

Industrial dispute No. 60/2006

BETWEEN

The General Secretary,
(Sri Bandari Satyanarayana)
Singareni Collieries Employees Council,
H. No. 18-3-90/3, Ganesh Nagar,
Markendeya Colony,
Godavarikhani,
Karimnagar Dist. 505209

... Petitioner

And

The General Manager,
M/s Singareni Collieries Co. Ltd.,
Mandamarri Division, Mandamarri,
Adilabad District.

... Respondent

APPEARANCES

For the Petitioner : NIL
 For the Respondent : M/s P.A.V.V.S. Sarma & Vijayalaxmi Panguluri, Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-22012/320/2005-IR(CM-II) dated 6-10-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s Singareni Collieries Co. Ltd., and their workman. The reference is,

SCHEDULE

"Whether the action of the management of M/s Singareni Collieries Co. Ltd., in terminating the services of Sri Sandra Lachaiah, Coal Filler with effect from 8-9-1999 is legal and justified? If not, to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 60/2006 and notices were issued to the parties.

2. Petitioner absent for the last several dates. None appeared for petitioner. He has not filed even claim statement though the matter was referred in the year 2006. In view of the circumstances that petitioner is not taking interest and not prosecuting the case, the case is closed and a 'Nil' Award is passed, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 7th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Petitioner

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 636.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंरण में, केन्द्रीय सरकार आई. जी. मिंट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय हैदराबाद के पंचाट (संदर्भ संख्या 137/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-16025/1/2009-आई आर (डी.यू.)]
 सुरेंद्र सिंह, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 636.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No.137/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of IG Mint and their workman, which was received by the Central Government on 17-2-2009.

[No. L-16025/1/2009-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
 AT HYDERABAD**

Present: Shri VED PRAKASH GAUR, Presiding Officer

Dated the 29th day of January, 2009

Industrial dispute L.C. No. 137/2004

BETWEEN

Sri B. Narender,
 S/o Babaiah,
 R/o H. No. 42-537, Green Hills Colony,
 Moulali, Hyderabad ... Petitioner

And

The General Manager,
 IG Mint,
 Government of India Cherlapally,
 Hyderabad. ... Respondent

APPEARANCES

For the Petitioner : Sir S. Balraj, Advocate
 For the Respondent : Sri P. Raveender Reddy, Advocate

AWARD

This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition stating that he was appointed as a mazdoor in IG Mint on 26-10-1994 and was terminated w.e.f. 14-2-2004. He prays this court to direct the Respondent to reinstate him into service with all benefits.

3. The Respondent filed counter denying the allegations of the Petitioner regarding his appointment and termination. It is prayed that the petition be dismissed.

4. Parties were directed to produce evidence in support their respective contentions. Petitioner workman filed his affidavit and he marked Ex. W 1 to W 21 documents and was cross examined. He filed evidence affidavit of Sri B. Shanker.

5. Case called out and parties called absent. Since 1½ year Petitioner is not attending the hearings for WW2 cross examination nor his counsel represented. It appears that Petitioner is not interested to proceed in this case.

Hence, the Petitioner is not entitled for any relief and thus, he is not entitled for any award by this Court. Hence, petition is dismissed.

Award passed accordingly. Transit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 29th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
WW1 : Sri E. Snnu	NIL.

Documents marked for the Petitioner

Ex. W1 : Gate pass order
Ex. W2 : Lr. Dt. 7-7-95 regarding cash voucher
Ex. W3 : Lr. Dt. 24-2-1995 regarding copy of certificate
Ex. W4 : Lr. Dt. 30-7-1996 is gate pass
Ex. W5 : Copy of Service certificate
Ex. W6 : Copy of Lr. Dt. 6-12-1999 reg. Continuation order
Ex. W7 : Copy of letter dt. 4-11-1999 reg. Continuation order
Ex. W8 : Lr., Dt. 25-8-99 reg. Continuation order
Ex. W9 : Lr., Dt. 21-6-2000 reg. Continuation order
Ex. W10 : Lr., Dt. 18-6-2000 reg. Continuation order
Ex. W11 : Lr., reg. Bus pass order
Ex. W12 : Lr. reg. Continuation order
Ex. W13 : Lr., Dt. 18-7-2000 reg. Continuation order
Ex. W14 : Copy of Lr., Dt. 6-6-2000 reg. Continuation order
Ex. W15 : Lr., Dt. 2-7-2001 reg. Continuation order
Ex. W16 : Copy of Lr., Dt. 2-7-2002 reg. Continuation order
Ex. W17 : Copy of Lr., Dt. 31-5-2002 reg. Continuation order
Ex. W18 : Copy of Lr., Dt. 30-5-2002 reg. Continuation order
Ex. W19 : Lr., Dt. 21-5-2004 reg. Demand notice
Ex. W20 : Postal acknowledgment
Ex. W21 : postal receipts.

Documents marked for the Respondent

NIL.

नई दिल्ली, 17 फरवरी, 2009

का.आ. 637.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार कोलकता टेलीफोन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट (संदर्भ संख्या 26/1997) को प्रकाशित करती है, जो केंद्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-40012/200/95- आइ आर (डी.यू.)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 637.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/1997) of the Central Government Industrial Tribunal-cum-Labour Court, Calcutta as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Calcutta Telephone and their workman, which was received by the Central Government on 17-2-2009.

[No. I-40012/200/95-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 26 of 1997

Parties : Employers in relation to the management of Calcutta Telephones

And

Their workmen.

Present : Mr. Justice C. P. Mishra, Presiding Officer

APPEARANCE

On behalf of the Management : Mr. T. Chowdhury, Advocate.

On behalf of the Workmen : Mr. M.S. Dutta, Advocate

State : West Bengal : Industry : Telephones.

Dated : The 6th February, 2009.

AWARD

By Order No. I-40012/200/95-IR (DU) dated 10-07-1997 the Government of India, Ministry of Labour in exercise of its powers under Section 10 (1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Telephones not giving employment to Shri Madan Mohan Saha from 3rd February, 1989 is justified? If not, what relief the workman is entitled for?"

2. This reference was earlier disposed of by a "No Dispute" Award dated 08-12-1997 passed by the then Presiding Officer of this Tribunal. However, by an order dated 28-01-2000 in W.P. No. 1899 of 1998 the Hon'ble High Court at Calcutta remitted the matter back to this Tribunal for re-hearing.

3. This reference has been made at the instance of Shri Madan Mohan Saha the concerned workman in this case. The case of the workman as it appears from his written statement in brief is that he was selected and appointed as a Daily Rated Mazdoor with effect from 01-09-1981 initially for 90 days vide order No. 53/SDOP/North/DRMs Calcutta dated 02-09-1981 and he joined on 01-09-1981 in 52 Exchange of Calcutta Telephones. From 01-09-1981 to 17-11-1987 he worked in 52 Exchange at B.T.

Road, Kolkata-700002 and on the afternoon of 17-11-1987 he was transferred to 37 Exchange at Salt lake where he joined on 18-11-1987 and he worked there till 30-11-1988. Thus from 01-09-1981 to 30-11-1988 he worked continuously. The workman worked for 6 days in the month of November, 1988 and he was allowed leave upto 30-11-1988. He extended the leave because he suffered from Jaundice and remained on leave upto 02-02-1989 and he reported for duty on 03-02-1989 with the medical certificate dated 02-02-1989 of Dr. B.N. Das showing his illness from 01-12-1988 to 02-02-1989. Shri S. K. Ghosh, S.D.O.P. (External), 37 Exchange, Bidhan Nagar took the said medical certificate alongwith application, but did not allow the workman to Join his duties. Since the S.D.O.P. did not give anything in writing, the workman for abundant caution sent a reminder to the said application under the certificate of posting on the same day. Thereafter the workman visited the S.D.O.P. (External) on many occasions and he was told that the Divisional Engineer (Telephones) had referred the matter to the Area Manager since the leave period extended one month. In December, 1991 the Assistant Director (Recruitment), Calcutta Telephones vide his letter No.SAA-2035/XIX dated 16-12-1991, however, asked the S.D.O.P). 52 North for regularization of the workman and the workman was required to report to the said Assistant Director on 26-12-1991 and he accordingly appeared and filed the form as required. Thereafter Police Verification was done which was found to be in order in all respect and after couple of months the workman came to know that the persons junior to him, namely, S/Shri Uma Shankar Thakur, Mahadev Shaw and Sk. Samad were made permanent/regular, but he was told that his case was still under consideration, but nothing was done. Therefore, the workman had to write various letters to the management either by himself or through lawyer, but nothing was done in the matter. The workman in this connection has referred to various correspondences made between the various authorities of the management. It is stated by the workman that it is admitted by the authorities of the Calcutta Telephones that he had worked continuously since 01-09-1981 to November, 1988 and was on leave due to illness from 01-12-1988 to 02-02-1989 but when he reported for duty on 02-02-1989 with medical certificate, he was not allowed to work on the plea that permission from higher authorities was required as the leave period involved was more than a month. According to the workman the action of the management is most illegal and improper and it tantamount to illegal retrenchment without payment of retrenchment compensation and notice pay etc. and accordingly under the laws he continues to be in employment of the Calcutta Telephones because his service cannot be terminated in the above manner. It is also alleged that there is no justification in delaying regularization of the workman. Thereafter the workman approached the Regional labour Commissioner (Central) and conciliation proceedings were held which ended in failure and ultimately the present reference has been made to this Tribunal for adjudication. It is prayed that the reference be answered against the management of Calcutta Telephones by holding that refusal of employment to the workman illegal, unjustified and mala fide and grant relief of reinstatement in

service with full back wages and all other consequential benefits to the workman.

4. The management of Calcutta Telephones has also filed a written statement stating that the reference was adjudicated by the Tribunal and finality to the said dispute was achieved and was culminated with the passing of the Award of no dispute which was also published in the Gazette of India vide notification dated 23-11-1997. The Hon'ble High Court at Calcutta while ordering for re-hearing of the matter did not set aside the said Award and hence it is still subsisting. It is also stated that in view of the impediment created by the circulars issued by the Director General, Posts & Telegraphs, New Deihl dated 30-03-1985 and Department of Telecommunication, New Deihl dated 22-06-1988 the workman is not liable to be engaged and hence engagement is bad in law and suffers from lack of jurisdiction and therefore his prayer deserves no consideration irrespective of any number of days alleged to have been worked by him.

Regarding the facts it is the case of the management that the workman had worked in different phases during 1981 to 1988 and not continuously as alleged. He worked for 6 days in November, 1988 and no leave was granted in his favour. Neither any medical certificate nor any application was received by the management from him in this regard. After November, 1988 the workman did not work at all in the months of December, 1988 and January, 1989 and he worked for 3 days only in the month of February, 1989. The workman thereafter remained absent without any further intimation leaving no room for any doubt that he left the job of his own. According to the management the letter dated 16-12-1991 issued by the Assistant Director (Recruitment) not for regularization of the workman, but for issue of attestation forms which was done well in advance, pending determination of eligibility alongwith other candidates and issue of such attestation forms by itself does not create any legal right in favour of the workman for automatic regularization. It is stated that the persons named by the Workman were given work but since the workman continued to remain absent and left the job in the process, he could not be given work. It is reiterated that the workman initially remained absent in November, 1988, December, 1988 and January, 1989 after performing duty for 6 days in the month of November, 1988. He again performed duty for 3 days in the month of February, 1989 and thereafter remained absent continuously from 04-02-1989 and left the job of his own. It is, however, stated that neither regularization, nor termination of services of the workman is actually the issue to be adjudicated in this case. It is also stated that the relief as claimed by the workman cannot be granted. Management has denied the claims and contentions of the workman as made in his written statement in seriatim. It is accordingly prayed that the reference be answered in the affirmative and in favour of the management.

5. The workman has also filed a rejoinder denying the averments of the management as made in their written statement and also reiterating his own statements as already made in his written statement.

6. The workman has examined himself in support of his case. He has stated in his evidence that he used to work in Calcutta Telephones at Exchange No. 52 as a Daily Rated Mazdoor since 01-09-1981 and worked there till 17-11-1987. Thereafter he was transferred to 37/34 Exchange at Salt lake and worked there from 18-11-1987 to 06-11-1988. He worked in those exchanges continuously without break and his name was included in the Muster Roll. Thereafter he became ill and applied for leave to the S.D.O.P., Mr. A.K. Ghosh. He also sent another letter for extension of leave on 01-12-1988 which was received by the office. He became fit on 02-02-1990 and went to the Exchange for resuming duty on 03-02-1989 with medical certificate. He filed an application in the office in this regard and since the same was not acknowledged, he sent a letter through certificate of posting enclosing a copy of the medical certificate. He was told by the S.D.O.P. that he would forward the letter to the higher authority for approval and on getting approval could take him back in service. On 16-12-1991, however, a list was published which included his name at Serial No. 2 and a Clerk of Exchange No. 52 after giving a copy of the same to him told that the name of the workman had been included in the permanent list and he should report at 8, Bentinck Street Office of Calcutta Telephones. He went there where he was supplied a form which he filled in and deposited on 26-12-1991. Police verification was also done in respect of him, but he was not given any employment. He, thereafter, raised the matter before the Regional labour Commissioner (Central), Kolkata, but no settlement was arrived at conciliation. Ultimately the matter has been referred to this Tribunal for adjudication. He has stated that at present he is doing nothing though he had tried to get employment. He has prayed for his reinstatement in service and due wages for the intervening period. In cross-examination the witness has stated that he filed the application for leave in the month of November, 1988 after being fallen ill to the dealing clerk of S.D.O.P. but cannot tell the exact date. He however, has not filed the copy of the petition for leave, though he has filed copies of other applications in this regard.

7. Management, on the other hand has examined three witnesses. MW-1. Arun Kumar Ghosh happens to a Divisional Engineer, External at Behala Telephone Exchange under the BSNL. In 1988-89 he was posted at Salt lake Exchange as S.D.O.P.—I. He has stated in his evidence that he knew the concerned workman who worked there and his name appeared in the Muster Roll. The workman had worked for 6 days only in the month of November, 1988. He has also stated that he did neither receive any letter regarding prayer for leave by the workman on 06-11-1988, nor any letter for extension of leave after 01-12-1988 from him. He has stated that he had not received the letters, Exts. W-3, W-4 and W-4/1. He has not been able to recognize the signature in the letter, Ext. W-3 in token of receipt of the same. It is his evidence that the workman did not approach him on 03-02-1989 for continuing him in work as had actually worked on that day. Name of the workman was maintained, in the Muster Roll as well as register from March, 1989 to December, 1989. He, however, was being shown absent against the dates. The action of

not giving employment to the workman was not initially by the management and the workman left the job himself. In cross-examination the witness has stated that upto 11-11-1988 the workman was present, but he absented himself upto January, 1989 thereafter. He was present on 1st, 2nd and 3rd February, 1989 and after 3rd February, 1989 the workman did not turn for duty. His name, however, was removed from Muster Roll from 1st January, 1990. The workman remained absent during the aforesaid period but when he again appeared, no medical certificate was called for from him because he was a Daily Rated Mazdoor and he was only to get his wages for the days he actually worked. The workman had not taken any leave for his absence during the said period. According to the witness there is a departmental rule regarding maintenance of muster roll and engagement of persons. The witness has further stated that no intimation was given to the workman regarding removal of his name from the muster roll. He, however, does not remember if any enquiry was made regarding the absence of the workman after 03-02-1989.

MW-2, Rameswar Prasad Srivastava happens to be Sub-divisional Engineer, Recruitment-I in the office of the A.G.M., R & E, Calcutta Telephones. He, in his evidence has only tried to explain certain documents which are already marked exhibits in this case. In cross-examination the witness has stated that the workman never worked under him and he has no personal knowledge about his actual workings. Therefore, his evidence is not so material for the purpose of deciding the issue under present reference.

MW-3, Biman Mukhopadhyay happens to be Assistant General Manager (Recruitment & Establishment) of the Calcutta Telephones. He has stated in his evidence that there is a scheme of giving temporary status to casual workers in November, 1989, Ext. M-3. The eligibility criteria is that the labour must be currently engaged and that he had completed one year of continuous service as casual labour. No permanent list was produced in which the name of the concerned workman was included for giving temporary status to him. He was not given temporary status because he was not currently employed on 01-10-1989. In cross-examination the witness has stated that attestation forms were supplied to all the casual labour engaged at that time and they had returned the forms under their signatures. He has also stated that no information was sent to the workman regarding rejection of his claim.

8. Some documents have been exhibited on behalf of both the parties. Out of the documents exhibited on behalf of the workman Ext. W-1 is a memo dated 02-09-1981 appointing five Daily rated Mazdoors including the concerned workman for 90 days on purely temporary basis; Ext. W-2 is the personal record of employment on muster roll as daily rated mazdoor in respect of the concerned workman; Ext. W-3 is a letter of the concerned workman to the S.D.O.P.-I, 37 & 34 Exchange (External) regarding extension of leave from 01-12-1988 to 31-12-1988. Ext. W-4 is a letter of the workman dated 03-02-1989 written in Bengali to the S.D.O.P., 37 Exchange; Ext. W-4/1 is another letter of the workman dated 03-02-1989 addressed to the

Sub-Divisional Officer (Phones), 37 Exchange, External requesting him to do the needful so that the workman might resumed his duties. A certificate of posting is also pasted in the said letter. Ext. V-5 is a letter dated 16-12-1991 issued by the Assistant Director (Recruitment), Calcutta Telephones to the Divisional Engineer (Phones) regarding regularization of temporary Mazdoors where the name of the concerned workman is also mentioned. Exts. W-1, W4 and W-4/1 have been marked with objection from the management.

Out of the documents exhibited on behalf of the management Ext. M-1 is the Register of Muster Roll Labourers; Exts. M-2 to M-2/8 are nine Muster Roll Sheets from the Month of October, 1988 to June, 1989; Ext. M-3 is the Circular No. 269-10/89-STN dated 7th November, 1989 issued by the Government of India, Department of Telecommunications on Casual Labourers (Grant of Temporary Status and Regularization) Scheme; Ext. W-4 is another circular bearing No. 269-27/91-STN dated 3-1-1992 issued by the Government of India, Department of Telecommunications on the subject of Regularization of Casual labourers with Temporary status; and Ext. M-5 is a list of persons who received attestation forms.

9. On the perusal of the aforesaid facts the claims and contentions as so raised on behalf of either side it is evident that the workman has challenged the action of the management of Calcutta Telephones for not giving employment to him from 3rd February, 1989 without any legal and justifiable reason to do so. According to him he had been selected and appointed as daily rated mazdoor with effect from 1st September, 1981 and had worked till 30th November, 1988 continuously as such with some brief intervals. He fell ill and got extended his leave as he suffered from jaundice and remained on leave upto 2nd February, 1989 and then reported for his duty on 3rd February, 1989 along with a medical certificate of Dr. B.N. Das on account of his illness from 1st December, 1988 to 2nd February, 1989 but the management did not allow him to do so. The concerned S.D.O.P. for this since did not give him anything in writing and so the workman for abundant caution sent a reminder to his application under the certificate of posting to the management on the same day. In this connection, further he tried to contact the S.D.O.(P), Calcutta Telephones on many occasions, but he was just told that his matter for joining had been referred to the Divisional Engineer, Telephones since the period of his leave had extended for more than a month in this case. In December, 1991 the Assistant Director, Recruitment, Calcutta Telephones however asked the S.D.O.P., concerned about his regularization to the service and as such he had so appeared in the recruitment process so undertaken by the management and filed the required form and after Police Verification etc. it was taken to be in order in all respect for his regularization as well in this regard. The persons junior to him were however later on made permanent and regular, but the workman instead had been told to wait for this since his case was still there for its consideration with the authorities and no action was taken thereon and so the dispute was raised by him which led to this reference being made for its adjudication before this Tribunal. The act of

the management as such by its refusal and not giving employment to him is therefore clearly illegal, unjustified and mala fide and therefore the workman has prayed to grant him a relief of reinstatement in service with full back wages and also all the other consequential benefits thereof in his favour. The appointment letter, Ext. W-1, Identity card, Ext. W-2 and also his leave application dated 1st December, 1988 together with the letter of joining, Ext. W-4 are the concerning paper referred on behalf of the workman to prove his case. The document, Ext. W-4/1 is filed by him to show that he had so applied for extension of his leave vide his application dated 03-02-1989 along with medical certificate to support his case that he had reported for joining his duty after recovery from his illness. The oral statements given by the workman also has reiterated all these that he had so gone to resume his duties on 3rd February, 1989 with an application Ext. W-4 which had been so given and acknowledged by the concerned official of the management on that date, but he was not so allowed to resume his duty merely on the pretext that the matter had to be forwarded to the higher authority for getting their necessary approval for the same. He has denied that he given up the job by himself as it had been so alleged against him by the management in this regard. Learned Advocate for the workman also argued that the workman all along continued in the service and he never had so resigned and further that there had been no such order of termination ever passed against him. For this he also placed reliance on the Hon'ble Apex Court decision in *M/s. Jeewanlal (1929) Ltd. v. its workman (AIR 1961 SC 1567)*, paragraph 6 wherein it has been laid down that "Continuous service" in the context of the scheme of gratuity framed by the tribunal in the earlier reference postulates the continuance of the relationship of master and servant between the employer and his employees. If the servant resigns his employment service automatically comes to an end. If the employer terminates the service of his employee that again brings the continuity of service to an end. If the service of an employee is brought to an end by the operation of any law that again is disrupted; but it is difficult to hold that merely because an employee is absent without obtaining leave that itself would bring to an end the continuity of service.

10. The management on the other hand has challenged the aforesaid claim and contentions of the workman and argued that since the workman himself had left the job of his own for he remained so absent from his duties from 4th February, 1989 onwards that he has got no case in his favour. It is also submitted that the relief as claimed by the workman also cannot be granted to him as neither regularization of the workman nor termination of his service which has been so referred for its adjudication in this case. The persons so named by him to show that they have been given work unlike him, it is submitted that it is not like that since the workman himself is to be blamed for this as he continued to remain absent and left the job of his own and so he could not be given any such work further as it has been so sought by him in this regard. Management to prove its case has examined three witnesses Arun Kumar Ghosh, MW-1, Rameshwar Prasad Srivastava, MW-2 and

Biman Mukhopadhyay, MW-3 who all have stated that they did not receive any such letter for the extension of leave given by the workman as so received by anyone in the office after 6-11-1988. The letter Ext. W-4 and Ext. W-4/1 alleged to have been given by the workman has altogether been denied by them in this connection. According to them the workman was only present on duty. On 1st, 2nd, and 3rd February, 1989, but he remained absent thereafter. It is also stated that no medical certificate was ever so called from him about his illness since he was just a daily rated mazdoor and could get his wages for the days he actually so worked from time to time. In the cross-examination the witness MW-1, Arun Kumar Ghosh, however, has clearly admitted that the name of the workman had so continued in the muster roll of the Department till December, 1989. It is also so admitted by him that no show cause or explanation was ever asked from the workman in this case before his name was so removed from the muster roll with effect from 01-01-1990. It was also stated by him that no disciplinary action was to be so taken against any such employee whose name was so mentioned in the muster roll looking at the nature of the appointment of the workman in this case. The other witness MW-2, Rameshwar Prasad Srivastava also stated all these facts and in the cross-examination he has also clearly stated that the forms for regularization of the daily rated workers had been so issued to those persons whose regularization was under consideration as such and the name of the workman concerned along with others was also so included therein in the document so prepared for the same Ext. M-5 on 26-12-1991 accordingly. It was also stated by him that after the receipt of the verification form they had also sent a letter to the concerned officer that the concerned workman was so continuing in the service in this regard. It was also stated by him that they had not sent any such information to the workman concerned about his regularization being not so done by the management in this connection. The witness MW-3, Biman Mukhopadhyay similarly stated the facts about the same, i.e., filing of attestation form etc. for regularization of the service of the workman in this regard.

11. Learned Advocate for the management however has argued that the scope of adjudication of the reference as referred to this Tribunal for its adjudication cannot be extended so as to cover the entire claim of the workman for termination of his service or for granting any such relief of regularization etc. since as it stands it only refers therein for not giving employment to him by the management in this regard. For this he has referred to a case law of the Hon'ble Apex Court in *Shahoodul Haque v. The Registrar, Cooperative Societies Bihar & Anr.* (AIR 1974 SC 1896) wherein it was held that in case workman has abandoned his post of duty for an exceedingly long period without sufficient ground for his absence and if it was so glaring then giving him a further opportunity to disprove what he practically admitted could serve no useful purpose and since the workman concerned in this case himself had so left the job for such a long period he is not entitled to get any relief as it is sought by him in this case. Learned Advocate has also referred to yet another Division Bench

case of Hon'ble Calcutta High Court. *Sabitri Motor Service Pvt. Ltd. v. State of West Bengal & Ors.*, 1976(33) FLR 14 wherein the scope and power of Industrial Tribunal under Section 10 to decide the matter referred to it has been indicated. It was argued that the Tribunal can't travel beyond the ambit of reference itself as in the present case the reference also relates to the claim of the workman for challenging termination of his service as well in this regard. The Tribunal in this case instead of answering that question had also considered the matter for granting relief to the workman by holding that the Company had refused to employ the workman and as such directed the reinstatement of the workman with all consequential relief which were not so provided in the said reference and as such the matter was remitted to the Tribunal for its fresh adjudication in that case. Similarly, in this case too the schedule of reference does not provide any relief to be so given to the workman by enlarging the scope of this reference in favour of the workman.

12. In view of the aforesaid facts and claim and contentions so raised in this regard it is evident that most of the facts about the appointment of the workman and the period of work so done by him, i.e., upto February, 1989 are admitted to either side. It goes further to show that the workman concerned had admittedly fallen ill and applied for leave for this purpose. The evidence led by the workman also clearly go to show that on his part he had reported to join his duty along with medical certificate that is also filed on the record by him in this case vide Ext. W-4/1. The statement given on behalf of the management by its three witnesses itself go to show positively that his name had been there in the muster roll on its own showing till December, 1989. It is further admitted on behalf of the management that in pursuance of the circulars relating to regularization of the casual labourers Exts. M-3 and M-4, the case of the workman was also so referred and taken up for its consideration and his name was included thereon in the document Ext. M-5 for this purpose along with the attestation form filled by him in this regard. The evidence of these witnesses also go to show that the workman had never been informed about the removal of his name from the muster roll or about the fact that regularization of his services was not being done as per circular issued by the Department like other workmen junior to him had been given this benefit of regularization on similar ground. There is no evidence led on behalf of the management that could show that the workman on his part had ever left the job of his own and due to this fact his name was not included in the panel and the documents so prepared for this purpose along with other workmen vide list Ext. M-5 which was admittedly so prepared for his regularization at that time. The evidence as led by the workman on the contrary go to show that on his part he all along had tried to join his duties along with medical certificate vide Ext. W-4 but as he was told by the S.D.O.P. concerned that the matter was pending for its approval to the higher authority and so he could not join for no fault of his in this regard. The evidence also go to show that he was also given to believe that his name was already included there in the document Ext. M-5 for regularization of his services and he also had filled the

attestation form and deposited the same on 26th December, 1991 and police verification required under the selection process also had been made in his case too for this purpose like other workmen in this regard. All these facts thus clearly go to show that there has been no fault of the concerned workman on his part and no such abandonment of his claim or service was ever made by him so that from this it can be inferred that he himself on his own had resigned the job or that his services were ever so terminated by the management after paying any such amount of compensation etc. as it is so provided to be given to him under the law for such removal. The relationship of master and servant between the employer and his employee could only cease to exist if the servant himself resigns or the employer so terminates the service of a workman or the service of an employee is brought to an end by the operation of any law. The Hon'ble Apex Court as observed above in *Jeewanlal (1929) Ltd., Calcutta v. its workmen* (AIR 1961 SC 1567) also make it very clear that merely because an employee is absent without obtaining leave that itself would not bring to an end the continuity of his service at all.

13. In view of the facts as discussed above, it is evident that the concerned workman never had left the job of his own as it was so alleged by the management in this connection. The claim of the workman on the other hand was so considered for regularization of his services as per circular issued by the department vide Ext. M-4 in this regard. He also had reported for joining his duties with a medical certificate after recovery from his illness but the concerned officers of the management kept him waiting and did not allow him to join his duties. The workman therefore had raised the dispute for this but without relief from the management. It is also on the record that the concerned S.D.O.P. by his letter dated 15th March, 1993 had written to the Divisional Engineer with all details and facts in favour of the workman for regularization of his service but it all remained pending there without any success. The dispute was accordingly so raised by the workman which is legally so maintainable to be entertained and he is entitled to get the relief so prayed by him in this regard since by this reference the workman has challenged the action of the management for not giving him employment; and the management have never so terminated his service in accordance with law by making any such compliance of Section 25F of the Act in this connection. In view of that he is entitled to get the relief as it is so claimed by him being in continuous service and also entitled to get a relief which is so available to him as per circular Ext. M-5 in this regard.

14. As the admitted facts go to show that the workman did not get any opportunity to work and also that his services being still in continuation as a Daily Rated Mazdoor, he shall be deemed to have been continuing in service as before. The management of the Calcutta Telephones is directed as such to reinstate him in service as Daily Rated Mazdoor and pay half of the back wages which may be found to be due to him accordingly. So far as his claim for regularization is concerned, the management

may consider it after his reinstatement in light of the circular which was so issued vide Ext. M-4 like the case of other workmen who were similarly situated and got the benefit of regularization etc. under the aforesaid circular in this regard.

The reference is answered accordingly.

C. P. MISHRA, Presiding Officer

Dated, Kolkata, The 6th February, 2009.

नई दिल्ली, 17 फरवरी, 2009

का.आ. 638.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेन्डेंट ऑफ पोस्ट ऑफिस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय सांगली के पंचाट (संदर्भ संख्या-05/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-09 को प्राप्त हुआ था।

[सं. एल-40012/7/2004-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 638.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2004) of the Labour Court, Sangli as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Senior Superintendent of Post Office and their workman, which was received by the Central Government on 17-2-2009.

[No. L-40012/7/2004-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER LABOUR COURT

AT SANGLI

REF. (IDA) No. 05/2004

BETWEEN

Senior Superintendent of Post Office
Department of Post,
Sangali Division, Sangli,
Dist-Sangli

1st Party.

And

Shri Udhav Balkrishna Gurav,
A/p. Ghotikhurd, Tal-Khanapur,
Dist-Sangali.

2nd Party.

In the matter of reinstatement
with continuity of service and
full back wages.

CORAM: M.V. Morale, Presiding Officer

APPEARANCES

Shri. P.S. Salunkhe,
Assistant Government Pleader, for 1st Party

Shri. M.R. Kumbhar, advocate for 2nd Party.

AWARD

(Delivered on 14th day of January, 2009)

(1) The Desk Officer of Govt of India/Bharat Sarkar Ministry of Labour/Shram Mantralaya New Delhi, has forwarded this reference under clause (d) of Sub-section (1) and Sub-section (2A) of Sec. 10 of Industrial Disputes Act, 1947 for adjudication to this court the following demand of the second party workman.

"Whether the action of the management of Post office Sangli Division in terminating/disengaging Shri. U.B. Gurav delivery agent w.e.f. 20-05-1999 without any notice and compensation under the provisions of Industrial Disputes Act, 1947 is legal and justified? If not to what relief the concerned workman is entitled to?

(2) The brief facts of the case are as under :—

The first party was appointed the second party on the post of Extra Department Delivery Agent in its post office at village Ghotikhurd, Tal-Khanapur, Dist.—Sangli w.e.f. 17-02-1998. The father of the second party workman namely Balkrishna Anna Gurav was serving in Ghotikhurd post office as a postman. But on 16-02-1998 the father of second party workman had taken his medical certificate of unfit from Civil Surgeon of Civil Hospital at Sangli and accordingly, the father of second party had taken retirement from his service on the medical ground on 16-02-1998. Thereafter, since 16-02-1998 the first party appointed the second party workman on the vacant post of his father on compassionate ground as a seasonal postman as per order dated. 28-02-1998, and as per the said order the second party workman puts his continuous service on vacant post of his father since 17-02-1998 to 16-05-1998.

(3) It is further alleged by the second party workman that, thereafter he employed as postman in the post office at Ghotikhurd of first party as per his appointment letter since 17-08-1998 to 14-02-1999 and he worked very sincerely and honestly in the said post office. Thereafter, since 15-02-1999 to 15-05-1999 he worked as a postman in the post office at village Ghotikhurd of first party. However, the first party retrenched him from service since 20-05-1999. Before retrenching him from service the first party has not issued any notice nor paid any retrenchment compensation to him, as well as the first party has not conducted any departmental enquiry against him by issuing charge-sheet. In fact his appointment was as per the compassionate ground and therefore the first party had, had not power to retrench his service. However, the first party contravened the provisions of Sec. 25F of the Industrial Dispute Act, 1947 and illegally retrenched him from service w.e.f. 20-05-1999.

(4) It is further alleged by the second party workman that, on 02-06-1999 the first party has published one notice regarding the recruitment for the postman on the vacant post at village Ghotikhurd, Tal-Khanapur, Dist.—Sangli. Accordingly, he submitted his application for the said post and as per his application the first party had taken his interview also. The first party has not appointed him on the said post, but, the first party appointed its favourable employee which is totally illegal. Thereafter, several times he sent letters to first party and requested him to reinstate him as a postman in post office at Ghotikhurd, but the first party has not considered his several letters. Therefore, lastly on 18-02-2004 he sent one notice to first party and requested to reinstate him as a postman in post office at Ghotikhurd, and he waited the order of first party. In fact, the first party retrenched his service since 20-05-1999 and several time he made correspondence to first party, but the first party replied his letters on 02-03-2000 and therefore the delay is caused to file his complaint before the Central Asst. Govt. Commissioner and on this count, it is just and proper to condone the said delay.

5. It is further alleged by the second party workman that, in the post office at village Ghotikhurd of first party the work of distributing letters, distributing the money orders, to collect R.D. amount, to sale postal pockets and tickets to the consumers etc. work is available till today. But, the first party has not reinstate him. In fact, the first party is as industry as defined in Industrial Dispute Act, 1947 and therefore, the provisions of Industrial Dispute Act, 1947 are applicable to the first party. It is further alleged by the second party that his last drawn salary was Rs. 2100 per month. The first party retrenched him without following procedure of Industrial Dispute Act, 1947 and thus his retrenchment is illegal. Therefore, he lastly prayed that his reference be allowed and the first party be directed to reinstate him with continuity of service and full back wages.

6. The first party has resisted the statement of claim of second party by filing its Written Statement at Exh. C-4 and denied all the allegations made by second party workman against it. It is contended by it the second party workman never appoint by it in its post office at Ghotikhurd on vacant post. It is contended by it, the father of second party workman was worked as an Extra Departmental Delivery Agent at village Ghotikhurd since 17-09-1960. But, he had tender his resignation on medical ground with medical certificate issued by Civil Surgeon, Civil Hospital at Sangli on 17-02-1998. His resignation was accepted and his service was terminated on very day i.e. 17-02-1998 itself. It is further contended by the first party that, the second party was engaged as stop gap arrangement on 17-02-1998. His appointment was neither under relaxation of recruitment rule nor under compassionate ground. But, on the contrary it was just stop gap arrangement. He was worked stop gap arrangement upto 20-05-1999. The second party was not appointed as a E.D.D.A Under compassionate ground at any time. The second party has worked in stop gap arrangement as a E.D.D.A. Since 17-02-1998 to 20-05-1999 and for the purpose of drawer of T.R.C.A. Provisional appointment was issued for every 3 months.

(7) It is further contended by the first party that a separate proposal for the appointment of second party workman on compassionate ground was examined and taken up with postmaster general Goa Region, Panaji and same was rejected, because scope of compassionate appointment to cover the dependents/near relatives invalidated E.D.A is not admissible as per D.T.E.S. Order No. 14-25/91 and ED & TRG dt. 29-5-1992. It is further contended by the first party that the service of second party workman is come to an end on 20-05-1999 as it was just stop gap arrangement and his appointment was not under compassionate ground and therefore, provisions of Sec. 25F of Industrial Dispute Act, 1947 are not applicable to the case of second party workman.

(8) It is further contended by the first party that, as the post of E.D.D. A. Ghotikhurd become vacant and there was need to fill up the said post on regular measure. Therefore, nominees from Employment Exchange, Sangli were called for and open notice was also issued. In response to this six candidates had applied and second party workman was one of them. After examined the suitability of in all six candidates Shri Shankar Dnyanu Sakate was selected for regular appointment after observing all formalities on recruitment rules. It never appointed any person to their favour, also, never assured to the second party workman about his appointment. It is also contended by the first party the reference filed by the second party is not within the prescribed period of limitation. The second party workman has not given any reasonable ground for condonation of delays. The question of accepting requests of the second party does not arise, as he was engaged on purely temporary measure. The second party never worked continuously for 240 days in any year as it was a stop gap arrangement and there is no relation as employee and employer between it and second party.

(9) It is further contended by the first party that its department has not carried out any commercial activities and therefore, as per the decision of the Hon'ble Apex Court in civil appeal No. 3385-86/1996 arising out of SLP (c) of 92 dated 02-02-1996, its postal department is not an industry and its employees are not a workman as laid down in Industrial Dispute Act 1947 and therefore reference of second party workman is not maintainable in this Court. Moreover, the second party workman has not arose any cause of action to file his statement of claim. On all these above ground the first party has lastly prayed that, the reference of second party workman be dismissed with costs.

(10) According to the rival pleadings of both parties I have framed the following issues on Exh. U-2 and my findings there on are as follows for the following reasons.

Issues	Findings
(1) Whether the reference of second party is maintainable?	: In the Affirmative
(2) Does the 2nd party proves that the first party illegally retrenched him from service w.e.f. 20-05-1999?	: In the negative

(3) Whether the 2nd Party workman is entitled for the relief of reinstatement with continuity of service and full back wages? : In the negative

(4) What award? : Reference is dismissed.

REASONS

(11) In order to prove his claim the second party workman has not adduced any oral evidence but he filed one pursis at Exh. U-20 stating that he does not want to lead any oral evidence. But in support of his claim the second party has produced in all 17 documents below list Exh. U-5. In support of his defence the first party has also not adduced any oral evidence but filed one pursis at Exh. C-7 stating that it does not want to lead any oral evidence. The second party has not produced any documentary evidence on record. Heard the arrangement of both sides.

(12) As to issue No. 1-A—The Asstt. Government pleader appearing on behalf of the first party has argued that the first party department has not carried out any commercial activities and therefor, the first party is not an industry as laid down in Sec. 2 (j) of the Industrial Dispute Act, 1947. In support of his above submission he relied the decision in case of Sub-Divisional Inspector of Post *Valkam V/s. Theyyam Joseph* reported in 1996 II CLR 237 of the Hon'ble Apex Court. He further argued that as per the ratio laid down by the Hon'ble Apex Court in above relied case law, it is crystal clear that the first party department is not an industry as defined in Sec. 2 (j) of Industrial Dispute Act, 1947 and therefore, the present reference filed by the second party workman is not maintainable.

(13) The advocate of second party has argued that the first party department is an industry within the meaning of its definition contained in the existing unamended Sec. 2 (j) of the Industrial Dispute Act, 1947. He also argued that, as per the test laid down in the case of *Bangalore Water Supply*, the first party is an industry as defined in Sec. 2(j) of Industrial Dispute Act, 1947. In support of his above submission he relied the decision in case *General Manager, Telecom Vs. A. Srinivasa Rao & Ors.* reported in 1998 I CLR 184, as well as he also relied the another decision in case *All India Radio V/s. Santosh Kumar & Anr. Etc.* reported in 1998 Part I CLR 684 of the Hon'ble Apex Court. He further argued that after considering the ratio laid down in above relied case laws and the definition in Sec. 2(j) of Industrial Dispute Act, 1947 as well as, the test laid down in the case of *Bangalore Water Supply*, he pointed out that the first party department is an industry as defined in Sec. 2(j) of the Industrial Dispute Act, 1947 and therefore, the reference filed the by the second party workman is perfectly maintainable.

(14) While considering the above submission made by both parties advocates firstly, it is necessary to see the ratio laid down by the Hon'ble Apex Court in case laws relied by both parties advocates.

(A) In case of **Sub-Divisional Inspector of Post Vaikam V/s. Theyyam Joseph** reported in 1996 II CLR 237 in which the Hon'ble Apex Court has been held that the functions of the postal department are part of the sovereign functions of the state and it is therefore, not an industry within the definition of Sec. 2 (j) of the Industrial Dispute Act, 1947.

(B) In case **General Manager, Telecom V/s. A. Srinivasa Rao & Ors.** reported in 1998 ICLR 184 in which the Hon'ble Apex Court has been held that, as per the testy, laid down in the case of **Bangalore Water Supply**, the telecommunication department is not an industry as defined in Sec. 2 (j) of the Act, that it is not engaged in discharging any of the sovereign functions of the state and that the decisions in the case of **Sub-Divisional Inspector of Post Vaikam V/s. Theyyam Joseph** reported in 1996 Part II CLR 237 and **Bombay Telephone Canteen Employees Association V/s. Union of India** 1997 Part II CLR 218 can not be treated as laying down the correct law.

(C) In case **All India Radio V/s. Santhosh Kumar & Anr. Etc.** reported in 1998 I CLR 684 in which the Hon'ble Apex Court has been held that the functions which are carried by All India Radio and the Doordarshan can not be said to be confined to sovereign functions as they carried on commercial advertisement telecast or broadcast through their various kendras and stations by charging fees and that as such following the ratio laid down in case of **Bangalore Water Supply and Sewerage Board** (1978) 2 SCC 213, it is held All India Radio as well as Doordarshan are industries within meaning of Sec. 2 (j) of the Act and the said decision is operative being applicable at present and as existing on the statute Book as on date.

(15) After considering the ratio laid down by the Hon'ble Apex Court in above relied case laws, it appears to me that the ratio laid down by the Hon'ble Apex Court in case of **Sub-Divisional Inspector of Post Vaikam V/s. Theyyam Joseph** is not applicable to the contentions of 1st party in present case to hold that the postal department is not an industry as defined in Section 2 (j) of I.D. Act in view of subsequently ratio laid down by the Hon'ble Apex Court in case of **General Manager, Telecom V/s. A. Srinivasa Rao & Ors.** Moreover, after considering the ratio laid down by the Hon'ble Apex Court in case of **All India Radio V/s. Santhosh Kumar & Anr.** as well as the ratio laid down by the Hon'ble Apex Court in **General Manager, Telecom V/s. A. Srinivasa Rao & Ors.**, and the facts in present case, I hold that the ratio laid down by the Hon'ble Apex Court in case of **General Manager, Telecom V/s. A. Srinivasa Rao & Ors.** as well as the ratio laid down by the Hon'ble Apex Court in case of **All India Radio V/s. Santhosh Kumar &**

Anr. are applicable in present case to the contention of the second party workman to hold that the first party postal department is an industry as defined in Sec. 2 (j) of Industrial Dispute Act, 1947.

(16) Taking into consideration the ratio laid down by the Hon'ble Apex Court in case of **General Manager, Telecom V/s. A. Srinivasa Rao & Ors.** as well as the ratio laid down by the Hon'ble Apex Court in case of **All India Radio V/s. Santhosh Kumar & Anr.** cited as supra and the facts in present case, I hold that the second party workman has proved that the first party is an industry as defined in Sec. 2 (j) of Industrial Dispute Act, 1947 and therefore the reference of second party workman is perfectly maintainable in this Court. Therefore, I answer issue No. 1 in affirmative.

(17) As to Issue No. 2 :—The advocate of second party has argued that, it is an admitted fact since 17/02/1998 till 20/05/1999 the second party workman was in continuous service in the post office of first party at village Ghotikhurd. It is an also admitted fact, before retrenchment the second party the first party did not issue any charge sheet nor conducted any inquiry as well as nor issued any notice, nor paid any retrenchment compensation. He further argued that, as per the provisions of Sec. 25 F of Industrial Dispute Act, 1947 no workman employed in any industry, who has been in continuous service for not less than 1 year under an employer shall be retrenched by the employer until the workman has been given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice wages for the period of the notice, as well as the workman has been paid at the time of retrenchment compensation, which shall be equivalent of 15 days average for every completed year of continuous service or any part thereof in excess of six months and also notice in the prescribed manner is served with appropriate government.

(18) The advocate of second party has further argued that, the second party has produced in all 17 documents below list Exh. 5 and after careful perusal the said documents, it appears, that in all 6 appointment orders issued by first party in favour of second party workman and this fact is also admitted by the first party in its Written Statement. He also argued that it is an admitted fact the father of second party was working as a postman in Ghotikhurd post office of first party and after his father has taken retirement on medical ground, he was appointed on compassionate ground on the vacant post of his father. Therefore, the first party had, had not right to retrench the second party workman. He further argued that the first party retrenched the second party workman without following the provisions of Sec. 25 F of Industrial Dispute Act, 1947. He also argued that, considering the Written Statement of first party on record, as well as the documentary evidence produced by second party on record, he pointed out that the first party has illegally retrenched the service of second party, w.e.f. 20-05-1999 and this fact has also proved by the second party workman through documents below list Exh. U-5 and

thus he lastly pointed out the second party has proved issue No. 2.

(19) The Asst. Government pleader has argued that, after careful perusal the copies of appointment orders of second party which have produced by the second party below list Exh. U-5, it appears that the appointment of second party workman was purely contractual for specific period and therefore the second party is not eligible to any other benefits as given to regular employees. He further argued that termination of the contract and thus employment did not amount to retrenchment in the provision of Sec. 25 F not attracted at all in the present case. In support of his above submission he relied the decision in case Managing Director, Karnataka Handloom Development Corporation Ltd. V/s. Shri Mahadeo Laxman Raval reported in 2007 I CLR 25 of the Hon'ble Apex Court.

(20) The Asst. Government pleader has further argued that after careful perusal the statement of claim of second party, it appears that in column No.3, in his statement of claim the second party has pleaded that on 02/06/1999 the first party issued one public notice regarding the recruitment for the post of Extra Departmental Delivery Agent Ghotikhurd and accordingly, he was applied to the said post. As per his application, the first party had taken his interview, but the first party did not select him and the first party selected to other person. He further argued that, the above sentences made by second party in his statement of claim, goes to shows that his appointment dated 17-02-1998 was not as per the terms of relevant roles and after a proper competition among qualified persons and therefore the say would not confer any right on the appointee.

(21) The Asst. Government pleader has further argued that, merely because the temporary employee or a casual wages worker is continue for a time behind the terms of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance and if the original appointment was not made following his due process of selection as envisaged by the relative roles. He also argued that, if it is a contractual appointment, the appointment comes to an end, at the end of contract. If it were an engagement or appointment on daily wages or casual basis the same would come to an end when it is discontinued. In support of his above submission he relied the decision in case Secretary state of Karnataka and others V/s. Umadevi and others reported in 2006 AIR SEW 1991.

(22) The Asst. Government pleader has further argued that, after considering the specific period of appointment of second party workman, the provision of Sec. 2 (oo) (BB) of Industrial Dispute Act, 1947 as well as the ratio laid down in above relied case laws he pointed out that the second party has totally failed to prove issue No.2.

(23) While considering, the above submission made by both parties advocates and after careful perusal the documents produced by second party below list Exh. C-5, it appears that the second party has produced his appointment letters dated 28-02-1998, 22-05-1998,

17-08-98, 10-11-99 and 20-02-1999 respectively. After careful perusal the said appointment orders, it appears that, the said appointment orders issued by the first party in favour of second party as provisional appointment orders, and the second party has clearly mentioned in the said appointment orders, as whereas the post of Extra Departmental Delivery Agent Ghotikhurd B.O, under vite S.O. has become vacant post due to presentation of medical certificate of permanent incapacity for further service as EDDA Ghotikhurd and it is not possible to make regular appointment to the said post immediately the Sub Divisional Inspector (Postal) vite as decided to make provisional appointment to the said post for a period from 17-02-1998 to 16-05-1998 or till regular appointment is made, whichever is less.

(24) The appointment order of second party also indicates that the second party workman clearly understand that his provisional appointment will be terminated when regular appointment is made and he shall have no claim for appointment to any post. The said order also indicates that the first party also reserves the right to terminate the provisional appointment at any time before the period mentioned in para 1 of the said order without notice and without assigning any reason. The contents in all provisional appointment orders are same except the period of said orders.

(25) After considering all the copies of provisional appointment orders of second party, it appears that the appointment of second party was purely contractual for specific period. Considering this aspect it is necessary to see the ratio laid down by the Hon'ble Apex Court in case Managing Director, Karnataka Handloom Development Corporation Ltd. V/s. Shri. Mahadeo Laxman Raval reported in 2007 I CLR 25, in which the Hon'ble Apex Court has been held that, respondent was aware that his appointment was purely contractual for specific period, not eligible to any other benefits as given to regular employees. Termination of his contract of employment did not amount to retrenchment and Sec. 25 F not attracted at all in this case.

(26) Thus considering the ratio laid down by the Apex Court in above relied case laws and the copies of appointment orders of second party below list Exh. U-5 on record it appears to me that, the ratio laid down by the Hon'ble Apex Court in above relied case law is applicable to the contention of first party in present case to hold that the second party workman was aware that his appointment was purely contractual for specific period and therefore, the second party is not eligible to any other benefits as given to regular employees and termination his contract of employment did not amount to retrenchment, as well as the provision of Sec. 25 F of Industrial Dispute Act, 1947 not attracted at all in the case of second party workman in present case.

(27) Moreover, I have gone through the ratio laid down by the Hon'ble Apex Court in case Secretary State of Karnataka and others V/s Umadevi and others reported in 2006 AIR SCW 1991, in which the Hon'ble Apex Court has been held that unless the appointment is in terms of relevant

rules and after proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, same would come to an end when it is discontinued. Similarly, the temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely, because the temporary employee or a casual wages worker is discontinued for a time behind the term of his appointment he would not be entitled to be absorbed in regular service or made permanent merely on the strength of such continuance if the original appointment was not made following due process of selection as an envisaged by the relevant rules.

(28) After considering the ratio laid down by the Hon'ble Apex Court in above relied case law and after perusal the statement of claim of second party, as well as the copies of provisional appointment orders of second party, it appears to me that, the ratio laid down by the Hon'ble Apex Court in above relied case law is applicable to the contention of the first party in present case to hold that, unless the appointment is in terms of the relevant rules after a proper competition among qualified persons same would not confer any right on the appointee. Because the second party himself admitted in his statement of claim that the first party was issued public notice on 2-6-1999 for recruitment the post of Extra Departmental Delivery Agent Ghoti Khurd and he was applied to the said post, as well as, his interview was also taken. But he was not selected by appropriate authority.

(29) The another contention of the second party workman is that it is an admitted fact, his father had taken retirement on medical ground on 16-2-1998 and immediately on 17-2-1998 the first party was appointed on compassionate ground on the post of his father. Moreover, as per the contention of the second party that first party had no right to retrench him from service as his appointment was on compassionate ground. While considering this contention of the second party, it is pertinent to note that the second party himself has produced one letter of first party dated 29-2-2000 below list Exh U-5 at serial No. 12 and after perusal the said letter it appears that, the first party has informed the second party that according to E.D. Rules facility of compassionate appointment in respect of the dependents/near relatives of the invalidated E.D.As.~ is not available. Moreover, the said also indicated that, Shri. B.A. Gurav Ex. EDDA Ghotikhurd was invalidated w.e.f. 16-2-1998 afternoon. Hence, his request for compassionate appointment has not been considered.

(30) Apart from this, after perusal the provisional appointment orders of second party, it appears to me that in the said order the first party has clearly mentioned that provisional appointment may be terminated by SDI(P) vite at any time before the period mentioned in order without notice and without assigning any reasons. The said term and condition had agreed by the second party while accepting his provisional appointment orders, and therefore

there is not need to issue notice for termination on service. Thus considering the letter of first party dated 29-2-2000 below list Exh. U-5 at Serial No. 12, I have not found any substance in the contention of second party about the first party had, had no right to retrench him from service. Therefore, taking into consideration the aforesaid discussion, as well as the documents produced by second party below list Exh. U -5 and the ratio laid down by the Hon'ble Apex Court in above relied case law cited as supra the provision of Sec. 2 (oo) (bb) and Sec. 25 F of Industrial Dispute Act, 1947, I hold that the second party has failed to prove that the first party has illegally retrenched him from service w.e.f. 20/05/1999. Hence, I answer issue No.2 in the negative.

(31) As to Issue No.3: I have already held that, the second party has proved the department of first party is an industry as defined in Sec. 2(j) of Industrial Dispute Act, 1947, as well as I also held that, the second party has failed to prove that the first party has illegally retrenched him from service w.e.f. 20-5-1999. Therefore, taking into consideration findings given by me on issues No.1 and 2 I have no hesitation to hold that the second party workman is not entitled for the relief of reinstatement with continuity of service and full back wages as his appointment was purely contractual for a specific period. Hence, I answer issue No.3 in the negative.

(32) As to Issue No. 4 :—Taking into consideration findings given by me on issue No.1 to 3, I come to the conclusion that the reference of second party is fit to be dismissed. However, taking into consideration the facts and circumstance of the case. I hold that it just and proper that both parties shall bear their own costs. In the result, I proceed to pass following order.

ORDER

- (1) The reference of second party stands dismissed.
- (2) In the circumstance of the case both parties shall bear their own costs.
- (3) Five copies of this award be send to the Desk Officer of Govt. of India/Bharat Sarkar Ministry of Labour/ Shram Mantralaya, New Delhi, for publication and necessary action.

Date: 23-1-2009.

M.V. MORALE, Presiding Officer

नई दिल्ली, 17 फरवरी, 2009

का.आ. 639.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 57/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-41011/18/2008-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 639.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.57/2008) of Central Government Industrial Tribunal-cum- Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Uttar Railway, and their workmen, received by the Central Government on 17-02-2009.

[No. L-41011/18/2008-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT LUCKNOW

Present: Shri N.K. Purohit, Presiding Officer

I.D. No. 57/2008

Ref. No. L-41011/18/2008-IR (B-I) dated 12-12-2008

BETWEEN

Mandal Sangthan Mantri Uttar Railway karmachari Union 283/63 KH(B), Ghari Kanora, Premvati Nagar Lucknow-16.

AND

1. Mukhya Karikhana Prabhandak
Uttar Railway, Charbagh, Lucknow.

2. Senior D.P.O.
Purvottar Railway, O/o DRM,
Ashok Nagar, Lucknow.

3. A.E.M.,
Purvottar Railway
Bahraich.

AWARD

9-2-2009

1. By order No. L-41011/18/2008-IR (B-I) dated : 12-12-2008 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mandal Sangthan Mantri, Uttar Railway Karmachari Union, 283/63 KH (B), Ghari Kanora, Premvati Nagar, Lucknow and Mukhya Karikhana Prabhandak, Uttar Railway, Charbagh, Lucknow, Senior D.P.O., Purvottar Railway, O/o DRM, Ashok Nagar, Lucknow and A.E.M., Purvottar Railway Bahraich for adjudication.

2. The reference under adjudication is :

“क्या पूर्वोक्त रेलवे प्रबंधन द्वारा सेवा-निवृत्ति को, पुस्तक पुनः ख. मो. वालीन कारपेंडर के सेवा-निवृत्ति की तिथि 30-09-2001 तक एल.ए.सी. छुट्टी 300 दिन होने पर छुट्टी नकदीकरण 247 दिन भुगतान किया जाना व्यापकित एवं वैध है? यदि नहीं तो कर्मकार किस राहत को पाने का हकदार है?”

3. On receipt of the reference order the office was directed to register the case and to issue notice to the

parties, with direction to the workman to file his statement of claim with documentary evidence and list witness on 09-01-2009. Prior to date fixed i.e. 09-01-2009, an application dated 06-01-2009 was filed by the Divisional Organization Secretary, North Eastern Railway Karmachari Union, Lucknow to take on record the copy of memorandum of settlement arrived at between Trade Union and the management of NER and to pass an award, taking the cognizance of the said settlement as no dispute is left over. However, the opposite party has not turned, before this Tribunal, till date.

4. In view of the submission of the workman's union there is no need to decide the reference order on merit and the same is disposed of as there is no grievance left with the workman. The Trade Union's case for relief claimed stands withdrawn. No relief is required to be given to the workman concerned. The matter is resolved accordingly and the reference is also answered accordingly.

5. Award as above.

Lucknow.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 17 फरवरी, 2009

का.आ. 640.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार नार्थ ईस्टवे के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 98/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-41012/115/2003-आई आर (बी-1)]

अजय कुमार डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 640.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.98/2003) of Central Government Industrial Tribunal-cum- Labour Court, Lucknow, as shown in the Annexure, in the Industrial dispute between the management of Northern Railway and their workman, received by the Central Government on 17-02-2009.

[No. L-41012/115/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT LUCKNOW

Present: Shri N.K. Purohit, Presiding Officer

I.D. No. 98/2003

Ref. No. L-41012/115/2003-IR (B-I) dated 19-9-2003

BETWEEN

Divisional Organization Secretary
Uttar Railway Karmachari Union
Multistoreyed Colony, Charbagh
Lucknow-226001.

(Espousing case of Shri Ram Prakash)

AND

The Dy. Chief Mechanical Engineer
Northern Railway
C&W Workshop, Alambagh
Lucknow-226001

AWARD

10-2-2009

1. By order No. L-41012/115/2003-IR (B-I) dated: 19-9-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute Divisional Organisation Secretary, Uttar Railway Karmachari Union, Multistoreyed Colony, Charbagh, Lucknow. (Espousing case of Shri Ram Prakash) and the Dy. Chief Mechanical, Engineer, Northern Railway, C&W Workshop, Alambagh, Lucknow for adjudication.

2. The reference under adjudication is:

“क्या प्रबंधन, उत्तर रेलवे, लखनऊ द्वारा श्री राम प्रकाश, टेक्नीशियन को 01-10-2002 (श्री रमेश चंद्र के वी.आर. एस. लेने की तिथि) से मिस्ट्री (मशीनिस्ट)/एम.सी.एम. पद पर पदोन्नत नहीं किया जाना न्यायोचित तथा न्यायसंगत है? यदि नहीं तो कर्मकार किस अनुतोष का अधिकारी है?”

3. It is admitted case of the parties that the workman Ram Prakash was working as Tech. Gr. (I) with the opposite party who had promotion avenue of promotion to the Post of Mistry in Grade Rs. 4500-7000. The workman submitted his application to appear in selection for the post of Supervisor (Mistry) and out of 13 applicants his name was at serial No. 03 in order of his seniority position for the purpose of selection procedure. After selection procedure two candidates viz. Shri Ravindra Kumar and Chedi Lal were declared selected against two existing posts of Mistries in machine shop cadre.

4. The workman in his statement of claim has alleged that though there was vacancy, which arose due to VRS of Shri Ramesh Chandra, the management did not consider him against the said vacancy. The workman has further alleged that the management instead considering him against the vacancy arose due to VRS of Shri Ramesh Chandra, issued orders regarding posting of Shri Chedi Lal on the post that led vacant consequent to VRS of Shri Ramesh Chandra. As per averments of the workman, apart from this the workman has also submitted that the management again did not consider his case against six available vacancies in the Master Craft's Man in the Grade of Rs. 5000-8000 in machine shop. Accordingly the workman has prayed that he be promoted to the post of Mistry w.e.f. 01-10-2002, the date of order of posting of Chedi Lal or from the date six vacancies existed in the machine shop.

5. The management by means of its Written Statement has submitted that the trade test for promotion were held on 01-08-2002 and results were declared on 08-08-2002, whereby two senior candidates were declared selected and the matter of VRS in respect of Ramesh

Chandra could not have been finalized prior to 01-10-2002 as such said vacancy could not be taken into account in the selection process. Also, the promotion order of Shri Chedi Lal was made effective by a subsequent order w.e.f. 01-10-2002 instead of 07-09-2002. As regard six vacancies in machine shop the management has submitted that the workman was not entitled to be considered for promotion against any of the said vacancies as it does not come in the promotional avenue of the workman. Accordingly the management has prayed that the claim of the workman is liable to be rejected.

6. The workman has filed its rejoinder where he has not brought any new fact apart from reiterating the averments made by him in his statement of claim.

7. The workman has filed documents and affidavit in support of his case. Now at the stage of cross-examination of the workman's witness an application dated 09-02-2009 has been filed by the Trade Union's representative stating therein that it is not adducing its witness/workman for cross-examination because his grievances have been redressed, therefore, the case be closed in the interest of justice.

8. In view of the submission of the workman's union there is no need to decide the reference order on merit and the same is disposed of as there is no grievance left with the workman. The Trade Union's case for relief claimed stands withdrawn. No relief is required to be given to the workman concerned. The matter is resolved accordingly and the reference is also answered accordingly.

5. Award as above.
Lucknow.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 17 फरवरी, 2009

का.आ. 641.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस.सी. रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 06/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-41012/146/2007-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 641.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 06/2008) of Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of S.C. Railway, and their workmen, received by the Central Government on 17-02-2009.

[No. L-41012/146/2007-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 12th day of November, 2008

INDUSTRIAL DISPUTE NO. 6/2008**BETWEEN**Sri Saripalli Satyanarayana
D. No. 2-21-7, Pillankivari Street,
ALCOT Gardens,
Rajahmundry. (E.G. District)

... Petitioner

AND1. The Sr. Divisional Commercial Manager,
S.C. Railway,
Vijayawada.2. The Sr. D.P.O.,
S.C. Railway,
Vijayawada.

... Respondents

APPEARANCES

For the Petitioner : NIL

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its Order No. L-41012/146/2007-IR(B-I) dated 15-2-2008 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of S.C. Railway and their workman. The reference is,

SCHEDULE

"Whether the action of the management of Sr. D.C.M, S.C. Railway, Vijayawada in terminating the services of Sri Saripalli Satyanarayana, Ex-Vendor, is justified? If not, to what relief the concerned workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 6/2008 and notices were issued to the parties.

2. Case called out several times. Petitioner called absent. He has not filed even claim statement though the matter was referred in the year 2007. In view of the circumstances that Petitioner is not taking interest and not prosecuting the case, the case is closed and a 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 12th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidenceWitnesses examined for the
Petitioner
NILWitnesses examined for the
Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 642.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 221/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-12025/01/2009-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 642.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 221/2004) of Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-02-2009.

[No. L-12025/01/2009-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 27th day of January, 2009

Industrial Dispute L.C. No. 221/2004**BETWEEN**Sri S. Vidya Sagar,
S/o Late S.N. Murthy,
D. No. 33-10-10A,
Allipuram, Karnala Street,
Visakhapatnam-4.

... Petitioner

AND1. The Dy. General Manager,
State Bank of India
Zonal office,
Visakhapatnam.

... Respondent

APPEARANCES

For the Petitioner : Sri B. Viaks, Advocate

For the Respondent : Sri M. Ramdas, Advocate

AWARD

This case was taken in view of the judgement of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondent questioning the action of the Respondents in terminating his services as messenger w.e.f. 25-3-1997 and 31-3-1997. It is submitted by the Petitioner that the Respondent Management has entered into three settlements dated 17-11-1987, 16-7-1988 and 27-10-1988 and referred several other writ petitions filed by the union of temporary employees and agreements entered into. The Petitioner further given details of the 'panels division etc.. Finally, he prayed this court to direct the Respondent to reinstate him with back wages, continuity of service etc..

3. A counter was filed denying the allegations made by the Petitioner in the claim petition. It is submitted that the panels of temporary workmen were decided basing on categories A, B, and C and appointments were made according to guidelines of the Government of India. It is further submitted that settlements mentioned by the Petitioner were there but it was agreed between the Federation and the management that both the panels of temporary employees and daily wages/casual Labour will be alive upto March, 1997. It is further submitted that since the panels were already lapsed on 31-3-1997 and vacancies were already filled up by absorbing the temporary attendants and the daily wages/casual employees according to their seniority in the empanelment engaging their services does not arise. It is prayed that in view of the above, the petition be dismissed.

4. I have gone through the material available on the record. Petitioner as well as Respondent are not attending the case for last more than a year. It appears that Petitioner is not interested in proceeding further in this case. Hence, the case is closed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 27th day of January, 2009.

VED PARKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
NIL	NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 643.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. सी. रेलवे

प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 05/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-41012/145/2007-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 643.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 05/2008) of Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of S. C. Railway, and their workmen, received by the Central Government on 17-02-2009.

[No L-41012/145/2007-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 12th day of November, 2008

Industrial Dispute No. 5/2008

BETWEEN

Sri P. Suri Reddy,
Ex- Vendor,
Near Venkatagiri Hills & Temple,
Near Water Tank, Bommuru,
Rajahmundry.

... Petitioner

AND

1. The Sr. Divisional Commercial Manager,
S.C. Railway,

2. Vijayawada.

The Sr. D. P.O. S. C. Railway,
Vijayawada

... Respondents

APPEARANCES

For the Petitioner : NIL

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-41012/145/2007-IR (B-I) dated 15-2-2008 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of S.C. Railway and their workman. The reference is,

SCHEDULE

"Whether the action of the management of Sr. D.C.M. S.C. Railway, Vijayawada in terminating the services of Sri P. Suri Reddy, Ex-Vendor, is justified? If not to what relief the workman is entitled?"

The reference is numbered in this Tribunal as I. D. No. 5/2008 and notices were issued to the parties.

2. Case called out several times. Petitioner called absent. He has not filed even claim statement though the matter was referred in the year 2007. In view of the circumstances that Petitioner is not taking interest and not prosecuting the case, the case is closed and a 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 12th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner NIL	Witnesses examined for the Respondent NIL
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Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 644.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 23/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-12012/197/2003-आई. आर. (बी- II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 644.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2004) of Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-02-2009.

[No. L-12012/197/2003-IR (B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 5th day of November, 2008

Industrial Dispute No. 23/2004

BETWEEN

Sri O. Suresh Kumar,
C/o Sri Navyasri Saree,
Rolling Centre, Revenue Colony,
Kadiri. [Distt. Anantpur]-525591.

Petitioner

AND

The Dy. General Manager,
State Bank of India,
Zonal Office, Tirupathi-517501.

Respondent

APPEARANCES

For the Petitioner : Sri K.R. Prabhakar, Advocate
For the Respondent : Smt. B. Lalitha Kumar, Advocate

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/197/2003/IR(B-II) dated 23-1-2004 referred the following dispute under Section 10(1)(d) of the I. D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of India and their workman. The reference is,

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Sri. O. Suresh Kumar, ex-part time general attendant with effect from 31-3-1997 is legal and justified? If not, what relief the workman is entitled?"

The reference is numbered in this Tribunal as I.D. No. 23/2004 and notices were issued to the parties.

2. The workman filed claim statement stating that he joined as messenger in the year 1985 and was removed from service on 31.3.1997. The management prepared panel lists as per categories, categorizing workmen as per their total working days. He further submitted the details of agreements, settlements between the union and management. He finally prayed this court to set aside the order of termination and direct the management to reinstate the petitioner with all incidental and consequential benefits.

3. A counter was filed. The respondent also submitted the details of agreements and settlements between the union and management and further submitted that as per terms and conditions of the above agreements and settlements he was removed from services. It is prayed to pass an award holding that the petitioner is not entitled to any relief.

4. The petitioner filed chief examination affidavit and marked Xerox copies of the documents, which are as follows: Ex. W1 is the notification dated 1-8-1988. Ex. W2 is the initial appointment letter dated 8-11-1990. Ex. W3 is the interview call letter dated 28-7-1989. Ex. W4 is the panel selection letter dated 4-7-1991. Ex. W5 is the service certificate dated 10-12-1996. Ex. W6 is the service certificate dated nil, of March, 1997. Ex. W7 is the employment letter. He was cross examined by the counsel for the respondent.

5. The respondent filed chief examination affidavit of Sri I.S. Appa Rao, Chief Manager (PER & HRD).

6. Petitioner and respondent both absent for the last several dates. The MW-1 was not cross examined. There is no justification to prolong the case. The evidence of the parties is closed. In view of the circumstances that Petitioner is not taking interest and not prosecuting the case, the case is closed and a 'Nil' Award is passed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 5th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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WW1: Sri O. Suresh Kumar	NIL
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Documents marked for the Petitioner

Ex.W1: Copy of the notification dated 1.8.1988

Ex.W2: Copy of the initial appointment letter dated 8.11.1990

Ex.W3: Copy of the interview call letter dated 28.7.1989

Ex.W4: Copy of the panel selection letter dated 4.7.1991

Ex.W5: Copy of the service certificate dated 10.12.1996

Ex.W6: Copy of the service certificate dated nil, of March, 1997.

Ex.W7: Copy of the employment letter.

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 645.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ त्रावणकोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 139/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-02-2009 को प्राप्त हुआ था।

[सं. एल-12012/437/2001-आई. आर. (बी- II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 645.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 139/2006) of Central Government Industrial Tribunal-cum-Labour Court, Ernakulam, as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Travancore, and their workmen, received by the Central Government on 17-02-2009.

[No. L-12012/437/2001-IR (B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri. P. L. Norbert, B.A., LL.B., Presiding Officer (Monday the 9th day of February, 2009/20th Magha 1930)

I. D. 139 OF 2006

(I. D. 21/2002 of Industrial Tribunal, Kollam)

Workman

Shri. P. Raju,

Maliyil Thekkathil, Vedakkumthala East P. O., Karunagappally, Kollam-690 536.

By Adv. Sri. N. K. Karnis.

Management

The Managing Director,
State Bank of Travancore,
Head Office,
Poojappura, Trivandrum - 695012.
By Adv. P. Ramakrishnan.

The case coming up for final hearing on 05-02-2009, this Tribunal on 09.02.2009 passed the following Award

AWARD

This is a reference made by Central Government under Section 10(1)(d) of Industrial Disputes Act, 1947 questioning the dismissal of the workman Shri. P. Raju from the service of State Bank of Travancore.

2. Though the parties filed their pleadings when the matter came up for evidence the workman and his counsel remained absent continuously. Hence the management witness was examined as MW1 and enquiry file was marked as Ext. M1. The charge against the workman is that he had surreptitiously removed a cheque leaf from the cheque book issued to Smt. N. Vijayamma, an NRE SB account holder. Before the cheque book was despatched to the account holder in the overseas address, the Post Box number was corrected by the workman with a view to see that the cheque book is not delivered to the account holder. On 13.09.1999 the workman withdrew a sum of Rs. 20,00 from the SB account of Smt. N. Vijayamma by using the cheque leaf above mentioned and forging the signature of the account holder. A charge sheet was issued to the workman on the said allegations and an enquiry was ordered. In the enquiry he was found guilty of all the three charges and he was dismissed from service w.e.f. 08.02.2001. The enquiry officer MW 1 has given evidence regarding proper conduct of enquiry. Ext. M1 Enquiry File contains the proceedings, oral testimony of witnesses and documentary evidence. The evidence on the management side stands unchallenged as the worker and counsel remained absent.

In the result an award is passed finding that the action of the

Management in dismissing Shri. P. Raju, Head Peon from service of State Bank of Travancore, Kayamkulam branch is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 9th day of February, 2009.

P. L. NORBERT, Presiding Officer

Appendix

Witness for Workman	Nil
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Witnesses for	
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Management	MW1: 12.01.2009;
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V. Rajasekharan Nair.

Exhibit for the Workman	Nil
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Exhibit for the	
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Management M 1:	Enquiry File.
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नई दिल्ली, 17 फरवरी, 2009

का.आ. 646.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ इस्टर्न रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 86/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-41012/120/2003-आई.आर.(बी-II)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 646.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.86/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of North Eastern Railway and their workmen, received by the Central Government on 17-2-2009.

[No. L-41012/120/2003-IR (B-II)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present: N. K. Purohit, Presiding Officer

I.D.No. 86/2003

Ref. No. L-41012/120/2003-IR (B-I) dated: 3/9-9-2003

BETWEEN

Sh. Munna Lal, S/o Sh. Kandhayee,
Village & Pandari Kripal,
Distt Gonda (U.P.)

AND

1. The General Manager,
North Eastern Railway,
Gorakhpur-273001

2. The Section Engineer/P.Way/Con.
N. E. Railway;
Gonda (U.P.)

AWARD

Dated 3-2-2009

1. By order No. L-41012/120/2003 -IR (B-I) dated: 3/9-9-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the following industrial dispute between Sh. Munna Lal, S/o Sh. Kandhayee, Village & Pandari Kripal, Distt Gonda (U.P.) and The General Manager, NER, Gorakhpur and the Section Engineer/P.Way/Con, NE Railway, Gonda UP. for adjudication:

2. The reference under adjudication is:

"Whether the action of management of N.E. Railway, Gorakhpur in terminating the services of Sh. Munna Lal S/o Sh. Kandhai w.e.f. 16-4-82 is legal and justified? If not what relief the workman is entitled to?

3. In brief, the case of the workman Sh. Munna Lal in his statement of claim is that he was appointed as Khalasi on 16th July, 1973 under Section Engineer, PWI (Const) NE Railway, Gonda where he worked upto 15th April, 1982. The workman has stated that he had worked for 515 days despite this fact he was not given temporary status and his services were terminated on 16th April, 1982 without assigning any reason and prior notice. He has further stated that he raised the industrial dispute No.71/96 at CGIT, Kanpur but reference was sent back unanswered vide award dt. 21-7-98. Subsequently, he made representation but Ministry of Labour, New Delhi directed him to file a fresh case. In above factual background the workman has prayed for reinstatement with back wages from the date of his alleged termination.

4. The management has denied the claim of the workman and alleged that case of the claimant is fabricated and concocted and appears to be a case of personification. The contention of the management is that workman was not engaged under the opposite party as Khalasi however, one Munna Lal's name appear in the casual labour register at Sl no. 2918 with 453 days of work only as per casual labour live register maintained in NE Railway, Lucknow Divn. It is further contended that said Munna Lal S/o Sh. Kandhai was retrenched following the provision of I.D. Act, after giving retrenchment notice, with admissible retrenchment compensation under the rules. The photo copy of the said notice has been enclosed alongwith written statement.

5. The workman has examined himself in support of his claim. In rebuttal affidavit of the management witness Sh. R. B. Yadav was submitted on 9-11-2005 but he did not turn up for cross-examination. Both the sides have filed documents in support of their respective cases.

6. Heard the argument of both the sides and perused the relevant record.

7. The learned representative on behalf of the workman has argued that the oral and documentary evidence of the workman show that he had worked continuously for 515 days under the opposite party but his services has been terminated in violation of the Section 25F of the I. D. Act.

8. The learned representative on behalf of the management has argued that workman's case is concocted and fabricated and his identity card seems to be forged. There is no other documentary evidence in support of his claim. He has further argued that one Munna Lal whose name finds place at Sl. No. 2918 of the live register was retrenched after due compliance of the provision of the I.D. Act and copy of the notice Annexure 'A' falsifies the contention of the workman.

9. I have given my thoughtful consideration on the submission made by both the sides.

10. The workman Munna Lal has stated in his statement on oath that he was employed under the opposite party in the year 1973 and his services were terminated on 15-4-82. In cross-examination he has admitted that he did

not work during 16-8-73 to 17-1-81. He had worked from 18-1-81 to 15-4-82 and his services were terminated on 15-4-82. He has further stated that neither any notice nor any amount for retrenchment was ever given to him. There is no cross-examination by the management regarding period of his working days. The workman has produced the identity card, photo copies of the award of CGIT, Kanpur dt. 21-7-98 and letter of Ministry of Labour dt. 30-1-01 and reply filed by the opposite party before RLC (C), Allahabad, seniority list and list of time scale employees. During his cross-examination the workman has produced original identity card which is on the record which reveals that workman had worked under the opposite party during the following period: from 16-7-73 to 15-8-73 & from 18-1-81 to 15-4-82.

11. The management has admitted in written statement that one Munna Lal S/o Sh. Kandhai had worked for 453 days and his name find place at 2918 in the live register maintained by the department. The management has not categorically alleged that workman is not the same person whose name finds place at Sl. No. 2918 in the live register. The management has alleged that case appears to be impersonification, therefore, in rebuttal of the workman's evidence, the burden was on the management to establish that workman is not the same person whose name is appearing in the live register at aforesaid serial number.

12. The management in rebuttal of the workman's evidence, filed affidavit of Sh. R.B. Yadav, Dy. Chief Engineer (Const) NE Railway, Lucknow but it appears from the record that despite opportunity provided, the management failed to produce above witness for cross examination on his affidavit, therefore, his evidence on affidavit can not be considered against the workman. It is pertinent to mention that copy of the alleged termination notice submitted alongwith written statement is not legible. It also appears from the order sheet dt. 14-8-06 that in view of the allegation of the personification in the affidavit of Sh. R.B. Yadav witness and illegible of Annexure 'A', the then learned Presiding Officer directed the management on 14-8-2006 to produce any personal officer alongwith the live register and annexure stated above but despite direction of the Tribunal, the management neither produce any documents nor any witness in support of its contentions. Thus, there is no oral documentary evidence of the management in rebuttal of the workman's evidence. Merely, pleadings in the written statement regarding alleged impersonification and compliance of section 25F by giving notice alongwith compensation are no substitute of proof.

3. It is admitted case of the management that one Munna Lal S/o Sh. Kandhai R/o Village Pandari Kripal, Distt. Gonda (U.P.) had worked under the opposite party for 453 days and his name find place in live register maintained by the opposite party and the workman has stated on oath that he had worked during the period mentioned in their statement of claim and there is no cross examination of the workman on above material point. Moreover, the particulars given by the management regarding Munna Lal who had worked for 453 days & particulars of the workman regarding name, father's name,

village and period of 453 days are same, in above circumstances the statement of the workman that prior to his termination, he had worked continuously for more than 240 days can not be disbelieved particularly in absence of any rebuttal evidence from the management.

14. Thus, the workman has discharged his initial burden of proof to show that he had worked for 240 days in preceding 12 months prior to his alleged termination and non-compliance of provision of section 25F of the I.D. Act. The burden to prove that workman is not the same person who had worked as Munna Lal S/o Sh. Kandhai, Village Pandri, Gonda was on the management but the management has not adduce any evidence to refute the workman's evidence in this regard. Since it is established that one Munna Lal S/o Kandhai Village Pandri, Gonda who had admittedly worked for more than 453 days & the workman are the same person, the burden was on the management to prove that at the time of termination of service, the provisions of section 25F were complied with. But as stated earlier despite opportunity provided to the management and direction of the Tribunal, the management has failed to establish above facts.

15. In view of the above discussion it is establish that the workman had worked more than 240 days in the preceding year from the date of his termination & his termination was in violation of provision of section 25F of the I.D. Act.

16. Now, it is to be considered whether the workman is entitled for reinstatement. Admittedly, services of the workman were terminated on 15-4-82 and present industrial dispute has been raised in the year 2003. The workman has pleaded in his statement of claim that earlier he raised the industrial dispute no. 71/98 in CGIT, Kanpur. He has produced any photo copy of the Tribunal's order. Upon perusal of the service it does not reveal that aforesaid industrial dispute was in relation to the workman. He has also pleaded that on his representation, the Ministry of Labour directed him to file a fresh case vide letter dt. 30-10-2001 but upon perusal of the copy of the above letter, it reveals that the above letter pertaining to non-absorption of the casual labour was addressed to Prem Shankar Shukla and Deena Nath. From above letter it is not established that the workman was directed to raise dispute afresh. Moreover, there is nothing on record to show as to when the Industrial dispute was raised even if he had raised an industrial dispute in the year 1998, it does not stand to any reason as to why he kept morn till the reference was made regarding dispute of his alleged termination in the year 1982. The workman has not stated in his statement on oath when the industrial dispute was raised & when he submitted his representation and why dispute pertaining to the year 1982 has been raised after lapse of more than 20 years. Although merely on the ground of delay claim cannot be rejected but while considering question of back wages and reinstatement above unexplained delay is to be considered.

17. In (2005) 5 SCC 591; 2003 SCC (L&S) 716 between Haryana Roadway's v. Rudhan Singh Hon'ble Apex Court while considering the question regarding award of back wages has observed:—

There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded.....

".....However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of the award, which our experience shows is often quite large, would be wholly inappropriate. Another important factor, which required to be taken into consideration, is the nature of employment. A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calander year."

18. In 2008 (119) FLR 877 Deepak Ganpat Tariv. N. E. Theatre Pvt. Ltd. Hon'ble Bombay High Court relying on the Hon'ble Apex Court's judgment in 2008 (117) FLR 1086 (SC) A.P. v. K. Brahmanandam 2008 (118) FLR 376 (SC) Telephone DM vs. Keshab Deb 2006 (111) FLR 1178 (SC) JDA v. Ram Sahai, while awarding compensation of Rs. 15,000 to the concerned workman considering his daily wages as Rs. 45 and in view of the fact that the workman had put in about 3 years of service, has observed as under:—

"It is apparent that termination of services of a daily wagger does not amount to retrenchment and for violation of section 25-F in such circumstances, the employee cannot be given benefit of reinstatement with continuity and back wages. Hon. Apex Court has hold that in such circumstance employee is entitled to benefit of compensation only."

19. In the light of principle laid down in aforementioned case laws in view of the inordinate unexplained delay in raising this industrial dispute by the workman, it would not be just, if, after such a long lapse of time, the workman is directed to be reinstated in service. The ends of justice would meet by paying compensation to the workman instead and in place of relief of reinstatement in service.

20. Having regards to these facts that the workman had worked for less than 2 years only as casual labour as also the amount of daily wages used to be paid to the workman in the year 1982 and keeping in view the entire facts of the case, the interest of justice could be subserved, if management is directed to pay lum sum amount of compensation only.

21. Accordingly, the management is directed to pay a sum of Rs. 5000 (Rs. Five Thousand only) to the workman as compensation for termination of his services in violation of Section 25F of the I.D. Act. The said amount should be paid to the workman within 8 weeks of publication of the award failing which the same shall carry interest @ 8% per annum.

22. The reference is answered accordingly.

23. Award as above.

Lucknow

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 17 फरवरी, 2009

का.आ. 647.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 45/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/08/2009-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 647.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.45/2005) of the Central Government Industrial Tribunal-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Hyderabad and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/08/2009-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 28th day of January, 2009

M.P. No. 45 of 2005

BETWEEN

Sri P. Suresh Kumar,
S/o Late P. Yadagiri,
C/o Sri P. Srinivasulu,
H.No. 2-3-703/B/A/22, New Maruthi Nagar,
Opp. Police Lines, Amberpet,
HyderabadPetitioner/Union

AND

1. The General Manager (Operations),
State Bank of Hyderabad,
Head Office, Gunfoundry,
Hyderabad- 500177.

2. The Regional Manager,
State Bank of Hyderabad,
Region-I, Zonal Office,
Hyderabad.

3. The Branch Manager,
State Bank of Hyderabad,
Barkas Branch,
Hyderabad.

Respondent/Management

APPEARANCES

For the Petitioner : M/s. P. Srinivasulu &
B.V. Chandra Sekhar, Advocates

For the Respondent : Sri Ch. Siva Reddy, Advocate

ORDER

This is a petition filed U/s 33 C (2) of the Industrial Disputes Act, 1947 filed by Sri P. Suresh Kumar, against the management of State Bank of Hyderabad for computation of his pay from 1-1-2004 to 31-8-2005 on the same scale of pay as other attendar of the bank is being paid by the bank Management.

2. The Petitioner has alleged that he was appointed as attendar and being paid only Rs. 1,500 p.m. @ Rs. 50 per day. He requested the Respondent bank to pay the wages on par with the other attendars. However, the Respondent bank continued to pay him the Rs. 1,500 p. m. only. Though, he has put in long and continuous service, he has not been regularized in the service. Several persons who joined later to the Petitioner have been regularized in service but Petitioner is not regularized. He has filed WP 1677/2004 which is pending before the Hon'ble High Court of A.P., as the Petitioner is being paid less wages, he is filing this petition and requested this court to order for the payment of differentiating amount from the bank.

3. Bank has filed counter statement wherein it has been alleged that Petitioner was not appointed as temporary attendar w.e.f. 2-1-1989. He did not work continuously as claimed by him. He was not paid salary @ Rs. 1500 p.m. or @ Rs.50 per day. The period from 1-1-2004 to 31-8-2005 for which he is claiming the wages is not relevant nor he is entitled for any wage. No appointment order was given to the Petitioner. He has attended specific work, he never worked for full day. He was paid Rs.50 for the work done by him. No monthly salary was paid to him. His services were utilized in exigencies, that too occasionally. It has further been submitted by the Respondent that this petition is U/s 33 C(2) of the Industrial Disputes Act, 1947, under which a workman shall be entitled for the payment of wages on the basis of pre-existing rights which was already adjudicated upon. As such this tribunal U/s 33 C (2) cannot investigate the entitlement of the Petitioner. A WP 1677/2004 is pending for adjudication for the relief claimed by the Petitioner before the Hon'ble High Court of A.P. As such this tribunal is not entitled to decide the claim of the Petitioner. In the absence of pre-existing right or adjudicated amount Petitioner is not entitled for the filing of application U/s 33 C(2) is nothing but abuse of the judicial process and is liable to be dismissed. As has been held by Hon'ble High Court of A.P. in case law reported in 2005(7) SCC page 334, State of Uttar Pradesh and another Vs. Brijpal Singh and others. The Petition is not maintainable and deserves to be dismissed.

4. I have heard arguments of the Learned Counsels for the parties and I have gone through the facts and laws

cited on the said matter. In this case the Petitioner has stated that he was appointed as attendar on the monthly pay of Rs. 1,500 p.m., i.e. Rs. 50 per day. Through this petition he wants parity in wages from other attendars of the bank Management. Meaning thereby the Petitioner's claim through this petition is that this court may enter into the question of entitlement of the Petitioner in respect of his monthly or daily wages on par with other attendars of the Management bank. This petition has not been filed for the computation of the amount on a pre-existing right not this petition has been filed on the basis of any adjudicated dispute in which order for the payment of the wages have been passed. The Learned Counsel for the Respondent has cited a case law of Hon'ble Supreme Court of India reported in 2005(7) SCC page 334, State of Uttar Pradesh and another Vs. Brijpal Singh and others wherein the Hon'ble Supreme Court of India has held that a Labour Court has no jurisdiction to adjudicate claim made by workman U/s 33C (2) in an undetermined claim. Workman could have filed application u/s 33C (2) for determination of the payment of wages on the basis that he continued to be in service pursuant to the order of any Court. The Hon'ble Supreme Court of India has also held that the proceeding U/s 33C (2) is in the nature of execution proceeding. The workman can proceed U/s 33C (2) of Industrial Disputes Act, 1947 for payment of salary and bonus only after the tribunal adjudicated on a complaint u/s 33A or on reference u/s 10 of the Act. Here, in this case from the own submission of the workman he is being paid Rs. 1,500 per month i.e. Rs. 50 per day. He wants parity of the pay with other co-workers or co-attendars. Thus, it is a matter of the adjudication of right and entitlement of the workman for entitlement of his salary, which cannot be done u/s 33C (2) because, the proceeding of Sec. 33C (2) is in the nature of execution. It is a matter of adjudication as to what salary or wages should be paid to the workman. It does not come within the ambit of Sec. 33C (2) of the Industrial Disputes Act, 1947. As such, the argument of the Learned Counsel has got force that workman cannot ask this Labour Court in an application u/s 33C (2) of Industrial Disputes Act, 1947 to compute his wages which is not a pre-existing right. Thus, this court has got no jurisdiction to adjudicate the wages of the Petitioner workman in the petition u/s 33C (2). The application is misconceived. The Learned Counsel for the Respondent has further place relevance on the case law of Hon'ble Supreme Court of India reported in 2006(3) SCJ 781 in the matter of Union of India and others Vs. Kankuben (Dead) LRs. and others etc. wherein Hon'ble Supreme Court of India has held that the benefit asked to be enforced u/s 33C (2) necessarily should be pre-existing benefit or one flowing from a pre-existing right. As laid down in 2001 (1) SC 73, such pre-existence is distinct from a right or benefit which is just and fair—wherein there is no approval or representation so existed, case does not fall u/s 33C (2). In that case also, the Petitioner of that case has moved an application u/s 33C (2) for determination of claim of overtime allowance, which was not a pre-existing right. The Hon'ble

Supreme Court of India disallowed the petition and held above. In this case also, the Petitioner wants to get his wages determined by this court on par with the other attendars of the bank Management, which is not his pre-existing right nor it is right determined by any Industrial Tribunal. As such in the light of above citations of the Hon'ble Supreme Court of India, this petition is not fit to be allowed. This court has got no jurisdiction u/s 33C (2) to allow this petition. Hence, it is being dismissed. Parties shall bear their own costs.

Dictated to the Personal Assistant, transcribed by her corrected by me on this the 28th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner:

WW1: Sri P. Suresh Kumar

Witnesses examined for the Respondents:

MW1: Sri M. Ram Mohan Rao

Documents marked for the Petitioner/Workman

Ex. W1: Copy of attendance cum wages sheet.

Ex. W2: Copies of bunch of vouchers from 1-2-2004 to 31-8-2005.

Ex. W3: Copy of VII Bipartite settlement

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 648.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 61/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/07/2009-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 648.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.61/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/07/2009-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 12th day of November, 2008

Industrial Dispute L.C. No. 61/2003

BETWEEN

Sri Mylapalli Narasinga Rao,
S/o Late Veeranna,
R/o Thimmarajupeta (PO),
Atchutapuram Mandal,
Visakhapatnam District,
And

.....Petitioner

The Zonal Officer,
State Bank of India,
Peronal Section, Region-II
A.P.S.R.T.C. Bus Complex Building
Visakhapatnam.

.....Respondents

APPEARANCES

For the Petitioner:

Sri C. Rathi Raj Kalyan, Advocate

For the Respondent:

Sri M. Ramdas, Advocate

AWARD

This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondent questioning the action of the Respondents in terminating him. He submitted that he was appointed as Messenger/Sweeper cum water boy/waterman in full time/part time capacity in the respondent bank. He worked in different spells from 1980 to 1995 in total 702 days. He was terminated orally w.e.f. 1-8-1995. He prays this Court to direct the Respondent to reinstate him as a regular employee with all consequential benefits.

3. As against this, the Respondents filed a counter denying the allegations in the claim statement of the petitioner. It is submitted that the Petitioner was never appointed as messenger/sweeper-cum-water boy/watchman by the respondent and never terminated from service w.e.f. 1-8-1995. It is further submitted that under exigencies and in leave vancancies bank used to take temporary sub-staff and further explained the stipulated rules, agreements and settlements under which the temporary employees were categorised. According to categories panels were prepared. It is submitted that the petitioner has not worked for the number of days as shown by him in his claim statement. As such this petition is liable to be dismissed.

4. Parties were directed to produce evidence in support their respective contentions. Petitioner workman filed his affidavit on 4-10-2004. Thereafter, the Petitioner did not appear before this court for cross examination and

for marking of the documents. But he did not turn up for cross examination. Hence, petitioner's evidence is closed.

5. The respondent management filed chief examination affidavit of Sri V.V.S. Ramakrishna, on 9-12-2004. The case has been pending for cross examination of MW1 since 2004 as the petitioner has not turn up. Ultimately, respondent's evidence was closed.

6 Respondent's counsel filed written arguments.

7. On 17-10-2008 none responded from the side of the Petitioner.

8. I have gone through the material available on the record. The Petitioner has questioned action of Respondent in terminating him as messenger/sweeper-cum-waterboy/watchman. Whereas the Respondent is challenging the relationship of workman and employer between Petitioner and management. It is the duty of the Petitioner to prove and establish the relationship of workman and employer between him and the Respondent. Since Petitioner has not produced any documentary evidence, he has not taken credit to appear for the cross examination nor cross examined the MW1 and has not filed any arguments or argued in person. This proves that the Petitioner is not able to prove the relationship of the master and servant between himself and Respondent and in the absence of relationship of master and servant the Petitioner is not entitled for any relief and thus, he is not entitled for any award by this Court. Hence, petition is dismissed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her corrected by me on this the 12th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner:

MW1: Sri Mylapalli Narasinga Rao

Witnesses examined for the Respondent:

MW1: Sri V.V.S. Ramakrishna

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 649.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 60/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/06/2009-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 649.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.60/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/06/2009-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 12th day of November, 2008

Industrial Dispute L.C. No. 60/2003

BETWEEN

Sri Malladi Ramakoti Suryaprakasham,
S/o Ganga Raju,
R/o D.No.2-345/A, Indira Gandhi Nagar
Old Dairy Farm,
Visakhapatnam - 40.

.....Petitioner

AND

The Zonal Officer
State Bank of India,
Personal Section, Region-II
A.P.S.R.T.C. Bus Complex Building,
Visakhapatnam

.....Respondent

APPEARANCES

For the Petitioner:

Sri C. Rathi Raj Kalyan, Advocate

For the Respondent:

Sri M. Ramdas, Advocate

AWARD

This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No.8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondent questioning the action of the Respondents in terminating him. He submitted that he was appointed as Messenger/Sweeper-cum-water boy/Waterman in full time/part time capacity in the respondent bank. He worked in different spells from 1988 to 1995 in total 267 days. He was terminated orally w.e.f. 3-6-1995. He prays this Court to direct the Respondent to reinstate him as a regular employee with all consequential benefits.

3. As against this, the Respondents filed a counter denying the allegations in the claim statement of the petitioner. It is submitted that the Petitioner was never appointed as messenger/sweeper-cum-water boy/watchman by the respondent and never terminated from service w.e.f. 30-6-1995. It is further submitted that under

exigencies and in leave vacancies bank used to take sub-staff and further explained the stipulated rules, agreements and settlements under which the temporary employees were categorised. According to categories panels were prepared. It is submitted that the petitioner has not worked for the number of days as shown by him in his claim statement. As such this petition is liable to be dismissed.

4. Parties were directed to produce evidence in support of their respective contentions. Petitioner-workman filed his affidavit on 4-10-2004. Thereafter, the Petitioner did not appear before this court for cross-examination and for marking of the documents. But he did not turn-up for cross-examination. Hence, petitioner's evidence is closed.

5. The respondent-management filed chief examination affidavit of Sri V.V.S. Ramakrishna, on 9-12-2004. The case has been pending for cross-examination of MW1 since 2004 as the petitioner has not turn-up. Ultimately, respondent's evidence was closed.

6. Respondent's counsel filed written arguments.

7. On 17-10-2008 none responded from the side of the Petitioner.

8. I have gone through the material available on the record. The Petitioner has questioned action of Respondent in terminating him as messenger/sweeper-cum-waterboy/watchman. Whereas the Respondent is challenging the relationship of workman and employer between Petitioner and management. It is the duty of the Petitioner to prove and establish the relationship of workman and employer between him and the Respondent. Since Petitioner has not produced any documentary evidence, he has not taken credit to appear for the cross examination nor cross-examined the MW1 and has not filed any arguments or argued in person. This proves that the Petitioner is not able to prove the relationship of the master and servant between himself and Respondent and in the absence of relationship of master and servant, the Petitioner is not entitled for any relief and thus, he is not entitled for any award by this Court. Hence, petition is dismissed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 12th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner:
WW1: Sri M. Ramakoti Suryaprakasham

Witnesses examined for the Respondent:
MW1: Sri V.V.S. Ramakrishna

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 650.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 59/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/05/2009-आई.आर. (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 650.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/05/2009-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 12th day of November, 2008

Industrial Dispute L.C. No. 59/2003

BETWEEN

Sri Nikkda Krishna Rao,
S/o Nooka Raju,
Bayyavaram post,
Kasimkota Mandal,
Visakhapatnam District

.....Petitioner

AND

The Zonal Officer,
State Bank of India,
Personal Section, Region-II,
A.P.S.R.T.C. Bus Complex Building,
Visakhapatnam.

.....Respondents

APPEARANCES

For the Petitioner:

Sri C. Rathi Raj Kalyan, Advocate

For the Respondent:

Sri M. Ramdas, Advocate

AWARD

1. This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondent questioning the action of the Respondents in terminating him. He submitted that he was appointed as Messenger/Sweeper-cum-water boy/watchman in full time/part time capacity in the respondent bank. He worked in different spells from 1987 to 1997 in total 671 days. He was terminated orally w.e.f. 21-3-1997. He prays this Court to direct the Respondent to reinstate him as a regular employee with all consequential benefits.

3. As against this, the Respondents filed a counter denying the allegations in the claim statement of the petitioner. It is submitted that the Petitioner was never appointed as messenger/sweeper-cum-water boy/watchman by the respondent and never terminated from service w.e.f. 21-3-1997. It is further submitted that under exigencies and in leave vacancies bank used to take temporary sub-staff and further explained the stipulated rules, agreements and settlements under which the temporary employees were categorised. According to categories panels were prepared. It is submitted that the petitioner has not worked for the number of days as shown by him in his claim statement. As such this petition is liable to be dismissed.

4. Parties were directed to produce evidence in support their respective contentions. Petitioner-workman filed his affidavit on 4-10-2004. He marked Xerox copies of the following documents. Ex. W1 is the total no. of days of service. Ex. W2 is the service certificate from SBI, Kasimkota dated 12-8-1998. Ex. W3 is the service certificate for 298 days during 1991-1994. Ex. W4 is the panel list of the workmen. Ex. W5 is the proof of date of birth (SSC marks list). Ex. W6 is the community certificate. Thereafter, the Petitioner did not appear before this court for cross-examination and for marking of the documents. But he did not turn up for cross-examination. Hence, petitioner's evidence is closed.

5. The respondent-management filed chief examination affidavit of Sri V.V.S. Ramakrishna, on 9-12-2004. The case has been pending for cross-examination of MW1 since 2004 as the petitioner has not turn up. Ultimately, respondent's evidence was closed.

6. Respondent's counsel filed written arguments.

7. On 17-10-2008 none responded from the side of the Petitioner.

8. I have gone through the material available on the record. The Petitioner has questioned action of Respondent in terminating him as messenger/sweeper-cum-waterboy/watchman. Whereas the Respondent is challenging the relationship of workman and employer between Petitioner and management. It is the duty of the Petitioner to prove and establish the relationship of workman and employer between him and the Respondent. Since Petitioner has not produced any documentary evidence, he has not taken credit to appear for the cross-examination nor cross-examined the MW1 and has not filed any arguments or argued in person. This proves that the Petitioner is not able to prove the relationship of the master

and servant between himself and Respondent and in the absence of relationship of master and servant, the Petitioner is not entitled for any relief and thus, he is not entitled for any award by this Court. Hence, petition is dismissed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 12th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner:

WW1: Sri Nikkala Krishna Rao

Witnesses examined for the Respondent

MW1: Sri V.V.S. Ramakrishna

Documents marked for the Petitioner

Ex. W1: Copy of the statement of total No. of days of service.

Ex. W2: Copy of the service certificate from SBI, Kasimkota dated 12-8-1998

Ex. W3: Copy of the service certificate for 298 days during 1991-1994.

Ex. W4: Copy of the panel list of the workmen

Ex. W5: Copy of the proof of date of birth (SSC marks list)

Ex. W6: Copy of the community certificate.

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 651.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 58/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/04/2009-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 651.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.58/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad, as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/04/2009-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD

Present: SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 12th day of November, 2008

Industrial Dispute L.C. No. 58/2003

BETWEEN

Sri Nikkila Suryanarayana,

S/o Nooka Raju,

Bayyavaram Post,

Kasimkota Mandal

Visakhapatnam District

AND

The Zonal Officer,

State Bank of India,

Personal Section, Region-II

A.P.S.R.T.C. Bus Complex Building

Visakhapatnam.

.....Petitioner

.....Respondent

APPEARANCES

For the Petitioner: Sri C. Rathi Raj Kalyan, Advocate

For the Respondent: Sri M. Ramdas, Advocate

AWARD

This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cetton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondent questioning the action of the Respondents in terminating him. He submitted that he was appointed as Messenger/Sweeper cum water boy/waterman in full time/part time capacity in the respondent bank. He worked in different spells from 1987 to 1997 in total 351 days. He was terminated orally in June, 1997. He prays this Court to direct the Respondent to reinstate him as a regular employee with all consequential benefits.

3. As against this, the Respondents filed a counter denying the allegations in the claim statement of the petitioner. It is submitted that the Petitioner was never appointed as messenger/sweeper-cum-water boy/watchman by the respondent and never terminated from service June 1997. It is further submitted that under exigencies and in leave vacancies bank used to take temporary sub-staff and further explained the stipulated rules, agreements and settlements under which the temporary employees were categorised. According to categories panels were prepared. It is submitted that the petitioner has not worked for the number of days as shown by him in his claim statement. As such this petition is liable to be dismissed.

4. Parties were directed to produce evidence in support their respective contentions. Petitioner workman filed his affidavit on 4-10-2004. Thereafter, the Petitioner did not appear before this court for cross examination and for marking of the documents. But he did not turn up for cross examination. Hence, petitioner's evidence is closed.

5. The respondent management filed chief examination affidavit of Sri V.V.S. Ramakrishna, on 9-12-2004. The case has been pending for cross examination of MW1 since 2004 as the petitioner has not turn up. Ultimately, respondent's evidence was closed.

6. Respondent's counsel filed written arguments.

7. On 17-10-2008 none responded from the side of the Petitioner.

8. I have gone through the material available on the record. The Petitioner has questioned action of Respondent in terminating him as messenger/sweeper-cum-waterboy/watchman. Whereas the Respondent is challenging the relationship of workman and employer between Petitioner and management. It is the duty of the Petitioner to prove and establish the relationship of workman and employer between him and the Respondent. Since Petitioner has not produced any documentary evidence, he has not taken credit to appear for the cross examination nor cross examined the MW1 and has not filed any arguments or argued in person. This proves that the Petitioner is not able to prove the relationship of the master and servant between himself and Respondent and in the absence of relationship of master and servant the Petitioner is not entitled for any relief and thus, he is not entitled for any award by this Court. Hence, petition is dismissed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her corrected by me on this the 12th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner :

WW1: Sri Nikkila Suryanarayana

Witnesses examined for the Respondent :

MW1: Sri V.V.S. Ramakrishna

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ 652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 62/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/03/2009-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 652.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2003) of the Central Government Industrial Tribunal-cum-Labour

Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India, and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/03/2009-IR (B-D)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, HYDERABAD

Present: SHRI VED PRAKASH GAUR, Presiding Officer

Dated the 12th day of November, 2008

Industrial Dispute L.C. No. 58/2003

BETWEEN

Sri Nikkala Appa Rao,
S/o Nooka Raju,
Bayyavaram (P.O.),
Kasimkota Mandal
Visakhapatnam District
AND

.....Petitioner

The Zonal Officer
State Bank of India,
Personal Section, Region-II
A.P.S.R.T.C. Bus Complex Building
Visakhapatnam.

....Respondents

APPEARANCES:

For the Petitioner: Sri C. Rathi Raj Kalyan, Advocate

For the Respondent: Sri M. Ramdas, Advocate

AWARD

This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondents questioning the action of the Respondents in terminating him. He submitted that he was appointed as Messenger/Sweeper cum water boy/waterman in full time/part time capacity in the respondent bank. He worked in different spells from 1988 to 1989 in total 67 days. He was terminated orally in June, 1989. He prays this Court to direct the Respondent to reinstate him as a regular employee with all consequential benefits.

3. As against this, the Respondents filed a counter denying the allegations in the claim statement of the petitioner. It is submitted that the Petitioner was never appointed as messenger/sweeper-cum-water boy/watchman by the respondent and never terminated from service in the year 1989. It is further submitted that under exigencies and in leave vacancies bank used to take temporary sub-staff and further explained the stipulated rules, agreements and settlements under which the temporary employees were categorised. According to categories panels were prepared. It is submitted that the petitioner has not worked for the number of days as shown by him in his claim statement. As such this petition is liable to be dismissed.

4. Parties were directed to produce evidence in support their respective contentions. Petitioner workman filed his affidavit on 4-10-2004. Thereafter, the Petitioner did not appear before this court for cross examination and for marking of the documents. But he did not turn up for cross examination. Hence, petitioner's evidence is closed.

5. The respondent management filed chief examination affidavit of Sri V.V.S. Ramakrishna, on 9-12-2004. The case has been pending for cross 9-11-2000. Ex. W5 is the envelope addressed to WW1 bearing postal stamp dated 10-7-2000. Ex. W6 is letter No. REF:PD:PAD: AS:0087:1833:2000 dated 7-7-2000. And Ex. W7 is letter of respondent to WW1 vide No.158/3002/2002/Hpg/GTY dated 7-10-2002 and he was cross examined to some extent. Later, case called out several times. Petitioner, or his counsel does not respond to call. The case is fixed for workman's further cross examination. He was absent and no application for adjournment is being moved. Hence, workman's evidence is closed.

6. I have gone through the material available on the record. The Petitioner has questioned action of Respondent in retiring him voluntarily without information. Whereas the Respondent submits that information is passed to his address last given. Since Petitioner has not taken credit to appear for the cross examination nor cross examined the MW1 and has not filed any arguments or argued in person, it proves that the Petitioner is not interested to defend himself, the Petitioner is not entitled for any relief and thus, he is not entitled for any award by this Court. Hence, is petition is dismissed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 5th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner :

WW1: Sri G. Venkatesh

Witnesses examined for the Respondent :

MW: 1: NIL

Documents marked for the Petitioner

Ex.W1: Copy of the order in WP No.13625/2001

Ex.W2: Medical certificate from Osmania General Hospital, Hyderabad

Ex.W3: Out Patient card of Osmania General Hospital, Hyderabad

Ex.W4: Out Patient card of Osmania General Hospital, Hyderabad dt. 9-11-2000

Ex.W5: Postal envelope addressed to WW1 dated 10-7-2000

Ex.W6: Copy of Letter No. REF:PD:PAD: AS:0087:1833: 2000 dated 7-7-2000.

Ex.W7: Copy of letter of respondent to WW1 vide No. 158/3002/2002/Hpg/GTY dated 7-10-2002

Documents marked for the Respondent

NIL

नई दिल्ली, 17 फरवरी, 2009

का.आ. 653.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 220/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-2-2009 को प्राप्त हुआ था।

[सं. एल-12025/02/2009-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 17th February, 2009

S.O. 653.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 220/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure. in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 17-2-2009.

[No. L-12025/2/2009-IR-(B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD

PRESENT : SHRI VED PRAKASH GAUR, Presiding
Officer

Dated the 27th day of January, 2009
Industrial Dispute L.C. No. 220/2004

BETWEEN

Sri Bandi Thrinadham,
S/o B. Rajappadu (Late),
Ampolu (Vill. & Post),
Srikakulam (Via),
Srikakulam (District).

...Petitioner

AND

1. The Dy. General Manager,
State Bank of India,
Zonal Office, Visakhapatnam

...Respondent

APPEARANCES

For the Petitioner : B. Vikas, Advocate.

For the Respondent : M. Ramdas, Advocate

AWARD

This case was taken in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in 1997 (3) LLJ Supplement, page 1141 in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others.

2. The Petitioner filed this petition against the Respondents questioning the action of the Respondents

in terminating his services as messenger w.e.f. 25-3-1997 and 31-3-1997. It is submitted by the Petitioner that the Respondent Management has entered into three settlements dated 17-11-1987, 16-7-1988 and 27-10-1988 and referred several other writ petitions filed by the union of temporary employees and agreements entered into. The Petitioner further given details of the panels division etc. Finally, he prayed this court to direct the Respondent to reinstate him with back wages, continuity of service etc.

3. A counter was filed denying the allegations made by the Petitioner in the claim petition. It is submitted that the panels of temporary workmen were decided basing on categories, A, B, and C and appointments were made according to guidelines of the Government of India. It is further submitted that settlements mentioned by the Petitioner were there but it was agreed between the Federation and the management that both the panels of temporary employees and daily wages/casual labour will be alive upto March, 1997. It is further submitted that since the panels were already lapsed on 31-3-1997 and vacancies were already filled up by absorbing the temporary attendants and the daily wages/casual employees according to their seniority in the empanelment engaging their services does not arise. It is prayed that in view of the above, the petition be dismissed.

4. I have gone through the material available on the record. Petitioner as well as Respondent are not attending the case for last more than a year. It appears that Petitioner is not interested in proceeding further in this case. Hence, the case is closed.

Award passed accordingly. Transmit.

Dictated to Smt P. Phani Gowri, Personal Assistant, transcribed by her and corrected by me on this the 27th day of January, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner
NIL

Witnesses examined for
the Respondent
NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 18 फरवरी, 2009

का.आ. 654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ज्वालाजी मिनरल्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई डी-39 और 40/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-2009 को प्राप्त हुआ था।

(i) [सं. एल-29011/49/2005-आईआर(एम)]

(ii) [सं. एल-29011/50/2005-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 654.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 39/40/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Balaji Minerals and their workman, which was received by the Central Government on 18-2-2009.

(i) [No. L-29011/49/2005-IR (M)]

(ii) [No. L-29011/50/2005-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT AT
CHENNAI**

Thursday the 12th February, 2009

Present : A. N. Janardanan, Presiding Officer

Industrial Dispute No. 39 and 40 of 2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Sri Balaji Minerals and the Management of Gem Granites Ltd. and their workmen)

Sl. No.	ID No.	Reference No. & Date	Name of the 1st Party	Name of the 2nd Party	App. for Workman	App. for Resp.
1.	39/2006	L-29011/49/2005-IR(M) dated 31-7-2006	The General Secretary, Villupuram Mavatta Karuppukkal Suranga Thozhilalargal Sangam Kunnam Village Vanur Taluk Villupuram District Tamil Nadu	The Mgmt. Balaji Minerals Sirunavoor Village Vanur Taluk Villupuram District Tamil Nadu	Auth. Rep., Sri M. Sekar	M/s. Meena-kisisundara
2.	40/2006	L-29011/50/2005-IR(M) dated 31-7-2006	The General Secretary, Villupuram Mavatta Karuppukkal Suranga Thozhilalargal Sangam Kunnam Village Vanur Taluk Villupuram District Tamil Nadu	The Mgmt. Gem Granites Ltd. 78, Cathedral Road Chennai-86	Auth. Rep., Sri M. Sekar	-do-

APPEARANCE

For the Petitioner : Authorized Representative,
Sri M. Sekar

For the Respondent : M/s Meenakshrisundaram &
Dwarakanathan, Advocate

AWARD

The Central Government, Ministry of Labour vide the above order of references referred the IDs mentioned above to this Tribunal for adjudication :

2. The schedule mentioned in the order of reference in the above IDs are as under :

ID 39/2006

"Whether the industrial dispute raised by Vizhupuram Mavatta Karuppukkal Suranga Thozhilalar Sangam and the management of Balaji Minerals over alleged illegal closure and denial of retrenchment compensation justified? If so, to what relief the workman is entitled?"

ID 40/2006

"Whether the industrial dispute raised by Vizhupuram Mavatta Karuppukkal Suranga Thozhilalar Sangam and the management of Balaji Minerals over alleged illegal closure and denial of retrenchment compensation justified? If so, to what relief the workman is entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 39/2006 and ID 40/2006 and issued notices to both sides. The petitioner entered appearance through their Authorised Representative and the Management entered appearance through their Advocates and filed their claim and counter statement respectively.

3. The case of petitioner in both the Claim Statements in a nutshell are as follows :

The Respondent Company was illegally closed on 4-3-2003. The General Body of the Union held on 10-3-2003 unanimously decided to raise an Industrial Dispute.

The Respondent Management violating the agreement to pay the annual increment and bonus to the workers under 18(1) Settlement did not implement the same for the year 2003. In the ID filed before the Assistant Commissioner of Labour (Central), Chennai, the Assistant Commissioner of Labour (Central) gave an advise after consultation with both the parties in respect of the workers demand which the Respondent/Management ignored and failed to implement. Annoyed at this, the Respondent without prior notice unilaterally closed the unit affecting the livelihood of more than 60 workers. While conciliatory proceedings were pending, the Management also contrived to remove the quarrying machineries in an expression of abandoning the quarry. They as well threatened the workers to resign thereupon the agitated workers raised a dispute before Assistant Commissioner of Labour (Central), Chennai on 7-4-2003 in which at the fag end of strife interse the workmen and the Management, a settlement was reached in which it was agreed to give statutory benefits to the workers but only paid a paltry sum instead of statutory amounts payable. The 18(1) Settlement will not bind the Union since they have not been given the copy of the settlement, which they signed only to maintain law and order situation. Payment of statutory benefits is pending before the Appellate Authority. While so, the Management reopened the quarry and started functioning with newly recruited workers without recalling the existing workers and it is against the spirit of the Constitution of India. It is prayed that the entire workforce be taken back restoring continuity in service and other attendant benefits.

4. In the Counter Statement filed by the Respondent, it is contended inter-alia as follows :

The Respondent never closed the quarry operation. The workers resorted to go slow activities and the production went down. On the expiry of the lease period i.e. from 5-4-2003, the Respondent could not carry on quarrying operations for various reasons. the Petitioner Union after prolonged negotiations entered into Section-18(1) Settlement on 12-5-2003 under which every workmen received the amounts in full and reached a final settlement of all their claims. There is no subsisting issues for dispute. It was for the Union to file a complaint under Section-29 of the Act, which was not done, the present action is a speculative act to mulct some more moneys from the Management. it is prayed that the ID be dismissed as not maintainable.

5. The point for determination is :

"What shall be answer to the reference?"

Point

6. Both sides filed a joint memo praying that the evidence recorded in ID 39 of 2006 be treated as evidence in ID 40 of 2006 as well. This Tribunal by its order dated 12-11-2007 allowed the prayer. By way of enquiry on the

side of the petitioner, WW1 was examined and Ex. W1 was marked and on the side of the Respondent MW1 was examined and Ex. M1 to Ex. M10 were marked. While the case stood posted for further enquiry, both sides filed a joint memo signed by them, it has been stated that they have accepted the settlement dated 12-5-2003 marked as Ex. M4. It is also submitted that the workmen have received all the legal dues and have acknowledged receipts marked as Ex. M8 series, the execution of which is also accepted by them. They together with their Advocates present before the Tribunal submitted their consensus to have the ID withdrawn as settled in terms of the joint memo filed with a further undertaking that they shall not reopen this ID before any forum. The memo is recorded. Discernibly the settlement is towards the resolution of the dispute raised in this ID which had been the bone of contention between them. They have virtually stamped their unqualified consent to withdraw the dispute as settled and to answer the reference accordingly. Therefore, I find the settlement is intact and for the benefit of both the parties. Hence, an award is passed in terms of the joint memo which shall form part of the record together with Ex. M4 & Ex. M8 series.

7. Thus the reference is answered accordingly.

(Dictated to the PA transcribed and typed by him corrected and pronounced by me in the open court on this day the 12th February, 2009)

A. N. JANARDANAN, Presiding Officer

Witness Examined :

For the 1st Party/Petitioner : WW1 Sri Ponnai,
WW2 Sri M. Sekar
For the 2nd Party/Management : MW1 Sri S.
Venkatramani

Documents marked on the Petitioner's side

Ex. No.	Date	Description
Ex.W1	16-3-2006	Gratuity Application from the Office of Asstt. Labour Commissioner to the Management Parties

On the Management's side

Ex. No.	Date	Description
Ex.M1	14-10-2002	Petitioner under Section-2K of the ID Act 1947 filed by the Petitioner Union before ACL (Central Govt.), Chennai
Ex.M2	5-12-2002	Notice from ACL under Notice in No. M5/11/2002 D3 dated 5-12-2002
Ex.M3	7-4-2003	Petitioner under Section-2K filed by the Petitioner Union before ACL (Central Govt.), Chennai
Ex.M4	12-5-2003	Settlement entered into less than 18(1) Settlement with the members of the Union and the Respondent Management

Ex. No.	Date	Description
Ex.M5	6-4-2004	Minutes of the proceedings
Ex.M6	1-10-2003	Order passed by the Hon'ble CIGT in ID No. 124/03
Ex.M7	6-4-2003	Reply filed by the Respondent to the Rejoinder
Ex.M8	24-5-2003	Individual receipts duly executed by the concerned worker and duly witnessed
Ex.M9	28-5-2003	Letter to the various statutory bodies informing them of the settlement and duly acknowledged.
Ex.M10	24-5-2003	Individual receipts duly executed by the concerned worker and duly witnessed.

नई दिल्ली, 18 फरवरी, 2009

का.आ. 655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सेन्ट्रल सोईल एण्ड वाटर कंजर्वेशन रिसर्च इंस्टिट्यूट के प्रबंधन के समक्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय में, चण्डीगढ़ के पंचाट (संदर्भ संख्या 177, 185, 187, 193, 195/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-09 को प्राप्त हुआ था।

[सं. एल-42012/125, 106, 108, 114, 112/88-डी-2 (बी)]

सुरेन्द्र प्रकाश डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 655.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award (Ref. No. 177, 185, 187, 193, 195/89) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Central Soil and Water Conservation Research Institute and their workman, which was received by the Central Government on 18-2-2009.

[No. L-42012/125, 106, 108, 114, 112/88-D-2(B)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

(Case No. I.D. 177/89, 185/89/187/89, 193/89, 195/89)

- (1) Shri Raghubir Singh S/o Shri Dayal Singh R/o 3938, Sector-22-D, Chandigarh.
- (2) Shri Munna Lal S/o Shri Devi Charan R/o 3938, Sector-22-D, Chandigarh.
- (3) Shri Parkash S/o Shri Kansu Ram R/o 3938, Sector-22-D, Chandigarh

(4) Shri Munni Lal S/o Shri Babu Ram R/o 3938, Sector-22-D, Chandigarh.

(5) Shri Jaswant Singh S/o Shri Ajmer Singh R/o 3938, Sector-22-D, Chandigarh.

... Applicants

Versus

The Officer Incharge, Central Soil and Water Conservation Research Institute, Research Centre, Sector-27-A, Madhya Marg, Chandigarh.

... Respondent

AWARDS

For the workman: Shri Jaswant Bakshi

For the management: Shri M.L. Basoor

AWARD

Passed on:- 9-2-09

These five references namely ID no. 177/89, Shri Raghubir Singh S/o Shri Dayal Singh Ref. no. L-42012/125/88-D-2(B), dated 27-10-1989, ID no. 185/89, Shri Munna Lal S/o Shri Devi Charan Ref. no. L-42012/106/88-D-2(B), dated 23-10-1989, ID no. 187/89, Shri Parkash S/o Shri Kansu Ram, ID no. 187/89, Ref. no. L-42012/112/88-D-2(B), dated 23-10-1989, ID no. 193/89, Shri Munni Lal S/o Shri Babu Ram, Ref. no. L-42012/112/88-D-2(B), dated 9-11-1989, ID no. 195/89, Shri Jaswant Singh S/o Shri Ajmer Singh Ref. no. L-42012/112/88-D-2(B), dated 9-11-1989 relating to unfortunate workmen are taken up for awards today. I am referring the workmen in these references as unfortunate on two accounts. Firstly, failure of Central Government for adopting a reasonable policy in disposing of references on creation of additional court at Chandigarh and secondly, failure of this Tribunal in disposing of these references expeditiously and adjourning the same time and again on a reasonable speaking order. Because of these two accounts these references are being taken up for awards after 10 years of their institution.

On creation of new Central Industrial Tribunal, Central Government adopted a policy of transferring all cases from one Court to another without going through the consequences of the policy. The LCA's and References bearing even numbers were transferred to, newly created Court, whereas, the References and LCA's bearing odd numbers were retained in this Court, resulting the bifurcation of all the similar cases of one department against the well recognized judicial principle of judicial propriety. All the cases of one department of similar nature must be disposed of by one judge or adjudicator to prevent the divergence in judicial opinion. This principle was frustrated.

On the other hand, this tribunal by its act of adjourning all the references sine die, assured delay in disposal. On taking over the charge of this Tribunal, a judicial notice was taken in all the cases which were adjourned sine die. On going through the order sheet, to

my surprise, in none of the references there was a reasonable and speaking order for adjourning the case sine die. Accordingly, parties were informed and were also afforded the opportunity of being heard, which resulted in disposal of these references. Ultimate sufferers have been the workmen because they have to wait for long almost 20 years for justice.

In all the five references common questions of law and facts are involved. Hence, all the references are hereby disposed of by single award. The award is passed in ID no. 177/89 Shri Raghubir Singh Vs. Central Soil and Water Conservation Research Instt. and a copy of the award shall be placed in all the connected references. All possible opportunity for adducing evidence and other hearing was given by this Tribunal.

On perusal of the pleadings of parties and evidence adduced and relied upon by them, I am of the view that main question for adjudication before this Tribunal is the failure of the management in honouring the bilateral arrangement executed on 4-4-88, in the office of conciliation officer during conciliation proceedings. Thus, I am not inclined to accept the arguments raised by learned counsel for the parties under Section 25 H and 25 G of the Industrial Disputes Act. It is immaterial that the workmen had completed 240 days of work with the department. It is also immaterial whether there was any violation of right of the workman to get work on priority by the management? The main question for determination, as stated earlier, is whether there is any violation of any terms of the settlement entered into between the workmen and the management of respondent on 4-4-88?

The facts in nut shell are that the services of the workmen were terminated by the management of respondent. The workmen, along with other co-workmen, which were 20 in number raised an industrial dispute before ALC/ Conciliation Officer and on account of failure of conciliation report, Central Government referred an industrial dispute on legality of termination of the workmen to Labour Court, Ambala. During the pendency of that reference the parties signed the settlement on 4-4-88 which reads as under:

1. It is agreed by both the parties that all the workmen, who have been retrenched on 21st Dec., 1987 will be re-employed in the same capacity w.e.f. the date the Union or the individual workers, withdrew the cases under process before Labour Court/Tribunal Ambala.
2. It is agreed by both the parties that the 20 workmen whose name exist in Annexure-II of the settlement will be employed provided the Union or the workman concerned withdrew their cases from the Labour Court at Ambala.
3. It is agreed by both the parties that the issue of back wages and continuity of service will be referred to

the Tribunal mutually for judicial verdict for relief to the workers.

4. It is agreed by both of the parties that the implementation report of the settlement will be sent to the ALC (C), Rohtak by 30-4-88.

In compliance of this settlement, workmen fulfilled part of their promise and withdrew all the references pending adjudication before Labour, Court-cum-Tribunal at Ambala. The management initially also fulfilled the obligation of its promise and all the workmen, including five workmen whose fate is in question, were provided with the job on 8-4-88. But reasons known to the management, all the workmen were again disengaged from the services on 26-5-88. Again an industrial dispute was raised by the workman and on account of failure of conciliation proceedings, these references.

As stated earlier, I am not taking any cognizance on the plea of the parties that the workmen had or had not completed 240 days of work with the management and other such contentions. I am confining whether the management has violated any terms of the settlement dated 4-4-88?

The management has taken a preliminary objection that respondent is not an industry. The management has relied the law laid down by different High Courts and the Supreme Court. The law laid down by different High Court and Supreme Court, as relied upon by learned counsel for the management are regarding different organisations which have not been held by Hon'ble Courts to be an industry. In *Physical Research Laboratory Vs. K.G. Sharma*, 1997 LAV.LC 1912, Hon'ble the Supreme Court has held the Physical Research Laboratory which is an institute under Government of India's Department of Space and carrying on activity of research is not for benefit for use on others and is not an industry within the meaning of Section 2(j) of Industrial Disputes Act. On the same analogy, learned counsel for the management has contended that respondent is an research organization, and accordingly, not an industry.

The second contention of learned counsel for the management is that management has complied with the terms and conditions of the settlement dated 4-4-88 and there is no arrangement in the settlement which prevent the management to terminate the services of the workmen once again.

The term 'industry' has been defined in Section 2(j) of the Industrial Disputes Act, 1947, to mean any business, trade, undertaking, manufacture or calling or employers and includes any calling, services, employment, handicraft, or industrial occupation or avocation of workmen.

In *Bangalore Water Supply and Sewerage Board and others Vs A. Rajappa*, AIR 1978, SC 548, Seven Judges

Bench of Hon'ble the Supreme Court has defined the word industry, As per the above mentioned verdict of the Apex Court, term 'industry' has been defined in Sub-section 2(j) in a wide import as :

- (a) Where there is (i) systematic activity, (ii) organized by cooperation between employer and employee (the direct and substantial element is Chimerical), and (iii) for the production and/or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of materials things or services geared to celestial bliss), prima facie, there is an industry in the enterprise.
- (b) Absence of profit, motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Thus, the test (especially triple test) referred by Hon'ble the Apex Court in Bangalore Water Supply case(supra) are necessary to qualify any institution to be an industry.

Regarding the sovereign functions, Hon'ble the Apex Court in Bangalore Water Supply case (supra) held that sovereign functions strictly understood does not alone qualified for exemption, not the welfare activities or economic adventures undertaking by Government or statutory bodies. Even in departments discharging sovereign functions, if there are units which are industries and they are substantially several then they can be consider to come within section 2(j) of the Act, in the definition of 'industry'.

Thus, the decision whether the particular organization is an industry or not is to be taken by the work done and business carried on by it, which absolutely depends on the facts and circumstances of each case. Admittedly, as it is clear from the rules and regulations and memorandum of association of the ICAR, the main activities of the management are as follows:

- (a) To undertake, aid, promote, and co-ordinate agricultural and animal husbandry education, research and its application in practice, development and marketing in India and its Protectorates and any other areas in or in relation to which the Government of India has and exercises any jurisdiction by treaty, agreement, grant usage, sufferance or other lawful means by all means calculated to increase secure its adoption in every day practice.

- (b) To act as a clearing house of information not only in regard to research but also in regard to agricultural and veterinary matters generally.
- (c) For purposes of the society to draw and accept and make and endorse discount and negotiate Government of India and other promissory notes, bills of exchange, cheques or other negotiable instruments.
- (d) To invest the funds of, or money entrusted to, the society upon such securities or in such manner as may from time to time be determined by the Governing Body and from time to time to sell or transpose such investments.
- (e) To purchase, take on lease, accept as a gift or otherwise acquire, any land or building, wherever situate in India which may be necessary or convenient for the society.
- (f) To construct or alter any building which may be necessary for the society.
- (g) To sell, lease, exchange and otherwise transfer all or any portion of the properties of the society.
- (h) To establish and maintain a research and reference library in pursuance of the objects of the society with reading and writing rooms and to furnish the same with books, reviews, magazines, newspapers and other publications.
- (i) To do all other things as the Society may consider necessary, incidental or conducive to the attainment of the above objects.

On the basis of the activities carried on by the management of respondent, it is argued that the activities of the management are similar to the physical research laboratory and the physical research laboratory has been held not to be an 'industry' in Physical Research Laboratory Vs. K.G. Sharma, 1997, (3) RSJ 215.

Para 135 of the Bangalore Water Supply case (supra) specifically declared that Research Institute abeit run without proper motive are industries. From the evidence of parties, it is clear that management is maintaining big farms consisting the area of more than one thousand acres. Lot of persons worked in the farm as labourers/workmen. They are growing vegetables, plants, floating tenders for cutting the plants, selling vegetables etc. These activities of the management are co-related to the research work, but maintaining independent identity. Moreover, the nature of research work carried on and conducted by the management is altogether different than that of the activities carried on by Physical Research Laboratory. The respondent, in these references carrying on the research for the benefit of public at large in agricultural field, and accordingly, it cannot be said to claim an exemption from the definition of the term industry.

It was also contended by the learned counsel for the management before this Tribunal that the law laid down by Hon'ble the Apex Court in Bangalore Water Supply case (supra) has been referred to the larger bench of the Apex Court and the law laid down by the Apex Court in Bangalore Water Supply case (supra) is per inquirium. I am not inclined to accept the contention of the learned counsel because it is not within the competency and jurisdiction of this Tribunal to declare any law laid down by Hon'ble the Apex Court as per inquirium. This Tribunal is bound to implement any law laid down by Hon'ble the Apex Court. At present the law laid down by the Apex Court in Bangalore Water Supply case (supra) is the final authority on the term industry and I am bound to apply this law as such.

The next question before this Tribunal for adjudication is whether the management has violated any terms of the settlement dated 4-4-88. It was a bilateral arrangement in between the parties made on 4-4-88. It is well recognized principle of law that bilateral promise cannot be changed, rescind, amended or altered by an unilateral declaration of any party unless authorized by law. The Court or any other adjudicatory authority has to be very cautious where one of the party is in position to dominate the will of another and violate the bilateral terms by means of any unilateral act. In these references, there was a settlement between the parties on 4-4-88. The workman complied with their obligation and withdrew all the references pending adjudication before the Labour Court/Tribunal, Ambala. Initially management also shows its sincerity regarding fulfillment of its obligation and all the workmen were provided with work on 8-4-88. As stated earlier, reasons known to the management, the services were again terminated on 26-5-88, just after one month and few days.

In my view, an unilateral arrangement can be resigned, amended or changed in the following ways:-

1. As per the provisions of the arrangement itself.
2. As per the law under which the settlement was executed and;
3. By a separate bilateral instrument.

There was no arrangement made in the settlement which empowered the management, to change, alter or rescind any term of the settlement. Likewise, there was no unilateral contract between the workman and the management to rescind/change or amend the terms of settlement. Thus, it was left on the law under which the settlement was executed. Under the provisions of Section 19(2) of the Industrial Disputes Act, a settlement can be cancelled after giving two months notice to the other party. The life of the agreement under Section 19(2) is for 6 months. In these references, the management has terminated the services of the workman within 6 months without any notice as

required by Section 19(2) of the Industrial Disputes Act. Accordingly, it was a unilateral act of the management to cancel the settlement in violation of the provisions of Section 19(2) of the Act. As stated earlier, the management is in the position to dominate the will of the workman, thus, the act of the management to cancel or violate any terms of the settlement is, in my opinion an unlawful labour practice. It seems that the workmen were given work in compliance of this settlement just to prevent it from any legal consequences which may arise in Industrial Disputes, Act. The workmen were to a great disadvantage, as they withdrew their references in which the legality of their previous termination was in question.

On the basis of the above contention, I am of the view that the termination of all the workmen on 26-5-88 was against the provisions of Industrial Disputes Act, and accordingly illegal. The management was bound to respect and regard the terms of the settlement dated 4-4-88, to which it failed without any justification. Consequently, the termination of the workmen is set aside being illegal.

When the termination of the workmen is set aside on account of its illegality, there are two possible remedies available to the workman. The workman may be reinstated into the services or may be awarded a reasonable compensation. As stated earlier that some references of similar nature have been disposed of by CGIT-cum-Labour Court-II. The award passed by CGIT-cum-Labour Court-II was challenged by the management in Hon'ble High Court of Punjab and Haryana and the writ petition challenging the said award has been dismissed. No doubt, the decision of a Court or Tribunal of a concurrent jurisdiction is not binding on this Tribunal, but in compliance of the principle of judicial propriety, I am of the view that I must also regard the view taken by the Presiding Officer of concurrent jurisdiction on relief given to the co-workmen. Moreover, the view taken by the Presiding Officer of CGIT-cum-Labour Court-II on remedial clause has been upheld by Hon'ble High Court of Punjab and Haryana in writ petition No. 9023/08. Thus, I am of the view that all the workmen shall be entitled to the relief as provided to the co-workers by CGIT-II. Accordingly, the management is directed to pay an amount of Rs. 50,000/- to each of the workmen as one time compensation for sufferers and as cost of litigation. The management is further directed to examine the case of the workmen within three months from the date of publication of this award to find out as to what benefits he is entitled to. In case the management fails to do then the workmen shall also be entitled for the interest on the amount of compensation awarded to them at the rate of 9 per cent per annum from the date of the management appeared in this Tribunal i.e. on 12-12-90. Central Government be approached for publication of this award, and thereafter, files be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 18 फरवरी 2009

का.आ. 656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट संदर्भ संख्या 217/2001-02 प्रकाशित करती है, जो केन्द्रीय सरकार की 18-2-2009 का आदेश है।

Ref. No. L-22012/546/99-IR (C-II) dt. 19-7-2001
आ.आ. 656—औद्योगिक विवाद अधिनियम, 1947

New Delhi, 18 February 2009

का.आ. 656.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट संदर्भ संख्या 217/2001-02 प्रकाशित करती है, जो केन्द्रीय सरकार की 18-2-2009 का आदेश है।

Ref. No. L-22012/546/99-IR (C-II) dt. 19-7-2001
आ.आ. 656—औद्योगिक विवाद अधिनियम, 1947

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present: N.K. Purohit, Presiding Officer

I.D. No. 117/2001

Ref. No. L-22012/546/99-IR (C-II) dt. 19-7-2001

BETWEEN

The State Secretary
Bh. Kh. N.K. Sangh
5/6, Habibullah Estate
Hazaratganj,
Lucknow

(in the matter of Laxman Dass Narain)

AND

The Sr. Regional Manager
Food Corporation of India
5/6 Habibullah Estate
Hazaratganj,
Lucknow

The Zonal Manager (North)
FCI, Ansal Bhawan
Kasturba Gandhi Marg,
New Delhi-110001

AWARD

09-02-2009

1. By order No. L-22012/546/99-IR (C-II) dt. 19-07-2001
the Central Government in the Ministry of Labour,

New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) referred following industrial dispute between The State Secretary, Bh. Kh. N.K. Sangh, 5/6 Habibullah Estate, Hazratganj, Lucknow and the Regional Manager, FCI, 5/6 Habibullah Estate, Lucknow and Zonal Manager (North) FCI, New Delhi for adjudication.

"Whether the action of the management of FCI in not granting leave encashment/final settlement of provident fund/Group Insurance to Sh. Laxman Dass Narain after his dismissal on 10-1-1996 is lawful or not? If not, to what relief the workman is entitled to?"

2. In brief, the case of Sh. B. K. N.K. Sangh is that the workman Laxman Dass Narain A.G. I was dismissed by the opposite party on 10-1-1996. The opposite party has not made any retirement benefits except gratuity amounting to Rs. 1,18,000 alongwith the interest @ 18% per annum and arrears of wage revision amounting to Rs. 14,942.80. It is further submitted that the workman is entitled for pension, leave encashment on the leaves due and C.P.F. It is prayed that the party be directed to pay pension w.e.f. 10-1-1996 and wage encashment due on 10-1-1996 and entire balance of C.P.F.

3. The opposite party FCI has submitted in its written statement that the workman was compulsorily retired vide order dt. 13/16-4-1991. The workman was charge sheeted for alleged misappropriation of 16 B.T. New Gunny Bags in the course of service, under regulation 58 of the FCI (Staff) Regulation Act, 1971 & vide order dt. 13/16-4-1991 he was compulsorily retired. It is further submitted that the workman has not exhausted the alternate remedy of filing the appeal against the order dt. 13/16-4-91 as provided under Rule 53 of Regulation 1971. Instead he has filed writ petition No. 137/91 & vide interim order of Hon'ble High Court the workman was allowed to join duty. Subsequently, vide order dt. 13/16-4-91 has been set aside by the management vide its order dt. 10-2-1992 and the case was referred to the Zonal Manager (North) for deciding the case of the workman and the case of the workman has been decided by the Zonal Manager (North), New Delhi & imposed the penalty of dismissal from service vide order dt. 10-2-1992. In additional pleas it is stated that he has not exhausted alternate remedy of appeal as provided in Rule 53 of Regulation 1971. He has filed writ petition 137/91 against the said order. In writ petition vide order dt. 13/16-4-91 the FCI was directed to deposit the salary of the workman till date in the court within a period of 15 days and thereafter every month & in compliance of the above order salary of the workman till the date of superannuation was deposited. It is further submitted that the workman filed I.D. Case No. 137/92 in CGIT, New Delhi and an order has been passed in favour of the workman against which the

FCI has filed the writ petition 6384/96. In said writ petition the operation of the order of CGIT, Kanpur dt. 8-11-95 had been stayed vide order dt. 20-2-96. Since, the workman was dismissed from service vide order dt. 10-1-96 and against that order writ petition No. 1312/96 is pending, the workman is not entitled for the relief claimed.

4. The workman has filed rejoinder wherein he has only retreated averment made in his statement of claim.

5. Both the parties have filed documents in support of their respective case.

6. In support of his claim, the workman filed his affidavit on 9-10-2002 but he did not turn up for cross-examination. The order sheet dt. 27-08-2003, reveals that both the sides submitted that they did not want to lead any oral evidence. Thus, this case was listed for argument.

7. Heard the learned representative of both the sides & perused the record.

8. Learned representative on behalf on the workman has argued that the relief claimed by the workman in reference under adjudication & the relief claimed by him in the writ petition filed against the dismissal order are different. Therefore, pendency of the writ petition is no bar to give relief claimed. He has also argued that there is no order pertaining to forfeit use of pension, leave encashment and GPF. He has also argued that despite dismissal order, the workman is entitled for retirement benefits. The opposite party has paid the amount of Gratuity and wage revision amount but other retirement benefits have not been given therefore, the workman is entitled for the same. In support of this contention he has relief on the following case law.

1. 1991 SCC (L&S) 691 Major G.S. Sodhi V. Union of India;
2. 1991 SCC (L&S) 693 Welfare Association of absorbed Central Government Employees in Public Enterprises V/s. Union of India
3. 2003 LAB I.C. 2042 KSRTC V/s. K.O. Varghese & Others;
4. 2003 LAB I.C. 2051 The Secretary, APSC V/s. Y.U.U.R. Srinivasulu & others;
5. 1990 SCC (L&S) 696 D.V. Kapoor V/s. Union of India & others.

9. The learned representative on behalf of the management has urged that writ petition challenging the impugned order of dismissal of the workman is pending and if said order is upheld in the writ petition, the dismissed workman would not be entitled for retirement benefits claimed by him.

10. I have given my thoughtful consideration made by the learned representatives of both the sides.

12. At the out set it may be mentioned that there is no cross-examination on the affidavit of the workman therefore, it is not acceptable in evidence. Thus, there is no oral evidence on record in support of the workman's claim.

13. In the above circumstances, it is to be seen whether from admitted facts in the averments of both the sides and undisputed documents, the workman is able to establish his case.

14. Admittedly, the workman AG-I under SR. RM, FCI, Lucknow was charge sheeted for the alleged misconduct of misappropriation and after conducting enquiry, he was compulsorily retired vide order dt. 13/16-4-91. The above order was challenged in the writ petition No. 2923/91 wherein vide an interim order dt. 10-2-92, operation of the impugned order dt. 16-4-91 was stayed and it is also not disputed that vide order dt. 29-5-91, the workman was treated on duty w.e.f. the date of impugned order dt. 16-4-91. Later on impugned order dt. 10-1-96 was suo motto withdrawn by the management.

15. Subsequently, vide order dt. 10-1-96 the workman was dismissed from the service. The said order of dismissal has been challenged in writ petition No. 1312/96. In above writ petition while challenging the impugned order of dismissal dt. 10-1-96, the workman has sought order in the nature of mandamus to pay full salary and other allowances to the petitioner. It is also not disputed that in above writ petition Hon'ble High Court has directed the FCI to deposit the salary of the petitioner till date in the court within a period of 15 days and thereafter every month vide order dt. 11-3-96.

16. In view of the above admitted factual backdrop the question arises for consideration is whether the workman is entitled for pension, leave encashment and GPF amount as claimed by him despite this fact that writ petition challenging the dismissal order, is still pending.

17. It is not disputed that writ petition 1312 of 1996 in which validity of impugned order dt. 10-1-96 of dismissal has been challenged, is still pending in Hon'ble Allahabad High Court, Lucknow bench and in the said writ petition as per the order of the Hon'ble High court salary of the workman from the date of his dismissal has already been deposited in the court vide its order dt. 1-3-96. The workman can not take benefit of pension and salary simultaneously. Moreover, if in above writ petition, the order of dismissal of the workman is upheld, then in that case also workman would not be entitled to claim pension as a matter of right as dismissed employee has no such right.

18. During the course of argument learned representative of the workman submitted that initially workman was appointed as Dusting Operator on 10-4-59 in Ministry of Food, later on his services were transferred to the FCI in the year 1976 and in case of the workman, CCS

Rules (Pension) 1972 are applicable. The workman has also pleaded in his statement of claim that above rules are applicable in his matter. Rule 41 of the above Rule is relevant which envisage as under :

A Government servant who is dismissed or removed from service shall forfeit his pension and gratuity :

Provided that the authority competent to dismiss or remove him from service may, if the case is deserving of special consideration, sanction a Compassionate Allowance not exceeding two-thirds of pension or gratuity or both which would have been admissible to him if he had retired on compensation pension.

19. In writ petition 1312/96, operation of the impugned order has not been stayed so far. Thus, in the light of the provision of Rule 41 also, the workman is not entitled for pension as a matter of right.

20. The representative of the workman has place reliance on various decisions of the Hon'ble Supreme Court referred in para 8, in support of his contention that since there is no order for forfeiture of pension and other service benefits inflicted in the impugned order, the workman is entitled for the same.

21. The facts of the case law cited by the learned representative of the workman are different. In 1991 SCC (L&S) 691, an army officer was dismissed from service and no order under section 16(a) of the Pension Regulation 1961 (for the Army) for forfeiture of pension or other service benefits was passed. Thus, in light of above provision held that concerned officer is entitled for retirement benefits. In 1983 SCC (L&S) 145 Hon'ble Apex court has observed that Government Servant have right to receive pension under statutory rules. Pension is neither a bounty nor a matter of grace depending upon the sweet will of the employer, nor an ex-gratia payment. In above case under consideration was criterion of date of enforcement of revised pension scheme. The question whether dismissed employee is entitled for pensionary benefit was not under consideration. In 2003 LAB IC 2042 SC also matter of payment of enhanced rate of pension as per Fifth Pay Commission sought to be deferred by Corp. on account of financial stringency was under consideration and in this context, Hon'ble Apex court observed that pension is a payment to a person in consideration of past services rendered by him. Pension can be said to be a deferred portion of compensation for service rendered. In 1991 SCC (L&S) 696(SC) the concerned employee sought voluntary retirement from service and, he was allowed to retire but in disciplinary proceeding pending against him, entire gratuity and pension otherwise admissible to the delinquent, was withheld thus Hon'ble Court observed that the employee's right to pension is a statutory right, therefore, deprivation of such right must be in accordance

with law. The measure of deprivation must be correlative to or commensurate with the gravity of the grave misconduct or irregularity. Thus, in matter of grave misconduct, as in instant case, the employee can be deprived from pensionary benefits.

22. This legal position is not disputed that an employee has legal right to receive pension under statutory rules but in matter of grave misconduct employee can be deprived from such benefit. In present case workman has been dismissed from service and as such as per rule 41 of CCS Rules (Pension) 1972 he is not entitled for the retirement benefit as a matter of right.

23. The General Provident Fund is not a retirement benefit, thus, workman is entitled to get the amount due at the time of his superannuation. Since the workman has been dismissed from service vide impugned order dt. 10-1-96, the workman is entitled to get the amount due in his GPF account from the date of said impugned order.

24. The workman has admitted in his statement of claim that he has already received amount of his group insurance, gratuity and he has not claimed the same.

25. In view of above discussion, since writ petition 1312 of 1996 challenging the impugned order dt. 10-1-96 is pending, the workman is entitled for GPF payable to him on the date of the said impugned order, but subject to outcome of the aforesaid writ petition, he is not entitled for other retirement benefits claimed by him i.e. pension & leave encashment. The reference under adjudication is answered accordingly.

26. Award as above.

Lucknow.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 18 फरवरी, 2009

का.आ. 657.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं आर्केलोजिकल सर्वे आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 77/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-2-2009 का प्राप्त हुआ था।

[सं. एल-42012/262/2003-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 657.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 77/2004) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Archaeological Survey of India, and their workmen, received by the Central Government on 18-2-2009.

[No. L-42012/262/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT:

N. K. PUROHIT, Presiding Officer

I.D. No. 77/2004

Ref. No. L-420 12/262/2003-IR(CM-I) dated: 03-08-2004

BETWEEN

Shri Kamal, S/o Shri Mahendra Singh R/o 14/1, Pulia Pak Tola Navada, Tajganj Agra (U.P.).

AND

The Superintendent Archaeologist Archaeological Survey of India 22, Mall Road Agra (U.P.).

AWARD

06-02-2009

1. By order No. L-42012/262/2003-IR(CM-I) dated: 03-08-2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Kamal, S/o Shri Mahendra Singh, R/o 14/1, Pulia Pak Tola, Navada, Tajganj, Agra and the Superintendent Archaeologist, Archaeological Survey of India, 22, Mall Road, Agra for adjudication.

2. The reference under adjudication is:

प्रबंधन, भारतीय जीवन बीमा निगम, मेरठ द्वारा कर्मकार श्री मूलचंद पुत्र श्री भूरेसिंह, जयपुरासी को दिनांक 21-8-1999 से नौकरी से निकाला जाना उचित एवं न्याय संगत है ? यदि नहीं तो कर्मकार किस अनुसूच का अधिकारी है ?

3. The case of the workman is that he was engaged as Safai Karmchhari with the ASI and worked as such continuously w.e.f. 25-10-2000 to 30-6-2002 for more than 240 days in a year and accordingly, has attained right to be permanent in the services. The workman has further submitted that he has been terminated illegally w.e.f. 1-7-2002 without any prior intimation or notice or complying with the provisions of Section 25 F of the

Industrial Disputes Act, 1947. The workman has alleged that terminating his services the employers have engaged about six new workmen and accordingly has violated provisions contained in Section 25 H and 25 G of the I. D. Act, 1947. Accordingly the workman has prayed for reinstatement with full back wages and regularization in the services:

4. The management of ASI has filed its written statement whereby it has submitted that the appointments in their department is made as per instructions and guidelines issued by the Government of India, from time to time, by proper selection, through the Employment Exchange and the workman had neither been sponsored by the Employment Exchange nor he has ever been put to formal selection procedure. It has specifically denied the claim of the workman regarding working duration and has stated that the workman was engaged by them for purely casual nature of work for 27 days only i.e. during 01-10-2001 to 31-10-2001 and as soon as the item of work was completed his services were no more required. The management has denied the averment of the workman regarding working for more than 240 days in a year in as much he has not filed any proof in support thereof and onus for same lies on the workman itself. It has also denied the engagement of any fresh hand post termination of the workman. Accordingly, the management has submitted that the claim of the workman is, false, frivolous and baseless hence should be denied and he should not be given any relief as prayed by him in his statement of claim.

5. The workman has filed rejoinder and has whispered nothing new apart from reiterating the facts already stated by him in the statement of claim.

6. The parties have filed documentary evidence in support of their respective claim, which includes photo copy of 'Identity Card' by the workman whereas the opposite party has filed photo copy of Labour Payment Register and Muster Roll for period 01-10-2001 to 31-10-2001 workman has examined himself in support of his case whereas the management of ASI has examined Shri M.C. Sharma, Sr. Conservation Assistant in support of their respective cases. The parties have submitted oral arguments apart from written arguments.

7. Heard arguments of learned representative of both the parties and perused evidence on record.

8. The learned representative on behalf of the workman has contended that the workman had worked as Safai Karmchhari at Tajmahal for more than 240 days in a calendar year from 25-1-2000 to 30-6-02. He has further contended that an Identity card, which has been issued to the workman by Sh. M. C. Sharma, Sr. Conservative Assistant on 7-5-02, falsifies the contention of the management that workman had worked for 27 days only. He has also contended that work of a Safai Karmchhari at

Tajmahal is not a temporary nature of work for a particular period as subsequent to termination of the workman, six new Safai Karmchhari have been employed. Moreover, the workman has been terminated orally without any retrenchment compensation and wages in lieu of one month notice, thus, the services of the workman has been terminated in violation of Section 25 F, G & H of the I.D. Act.

9. Per contra, the learned representative on behalf of the management had urged that the workman had worked as Safai Karmchhari for 27 days only from 1-10-01 to 31-10-01. In support of the management case original muster rolls from 25-10-2000 to 31-3-04 have been produced at the time of evidence of both the sides and the copies of the same are on the record which reveal that workman had not worked for 240 days in a calendar year. He has also urged that identity card said to be issued by Sh. M. C. Sharma is forged as Sh. M.C. Sharma has denied his signature on the said identity card. There is no documentary evidence to substantiate the claim of the workman so his claim is liable to be rejected.

10. I have given my thoughtful consideration on the rivals submission of both the sides.

11. It is not disputed that workman had worked as a Safai Karmchhari at Tajmahal. The case of the workman is that he had worked for more than 240 days whereas management has contended that workman had worked for a period of 27 days only. In this regard the workman has stated in his statement on oath that he had worked as Safai Karmchhari from 25-10-2000 to 30-6-02 whereas the management witness Sh. M. C. Sharma, Sr. Conservative Asstt. has stated that the workman had worked only for 27 days from 1-10-01 to 31-10-01. At the time of his evidence, the original muster rolls for the period 25-10-2000 to 31-3-04 were produced for perusal and the same were shown to the workman at the time of his cross-examination. The workman has admitted in cross-examination that as per above muster rolls he had worked for the period 1-10-01 to 31-10-01 only and he has also admitted his signatures on the above muster rolls for receiving wages of 27 days. Thus, the above admissions made by the workman in support the case of the management that workman had not worked for 240 days in a calendar year preceding the date of his alleged termination.

12. In support of his oral evidence, the workman has submitted photocopy of the identity card said to be issued by Sh. M. C. Sharma on 7-5-02. The original identity card has not been produced, moreover, Sh. M. C. Sharma has denied his signature on the said identity card and he has alleged in his statement on oath that above identity card is forged. Upon perusal of the photocopy of the identity card, it reveals that signatures are not legible and

there is neither any mark of identification nor signature of the applicant on the above identity card. Therefore, above identity card said to be issued by Sh. M. C. Sharma seems to be not genuine.

13. It is well settled legal position that initial burden of establishing the factum of continuous work for 240 days in a year rests with the workman and not on the employer. In *The Range Forest Officer V.S.T. Hadimani JT 2002(2) SC 238* Hon'ble Apex Court has observed that :

"In our opinion, the tribunal was not right in placing the onus on the Management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had, in fact, worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside."

14. In the present case admittedly no vacancy was advertised, no appointment or offer of appointment was ever issued to the workman. He has produced no received slips of wages. The management witness denied the claim of the workman and the workman had admitted in his cross-examination that as per muster rolls he had worked only for 27 days from 1-10-01 to 31-10-01. The identity card produced by him in support of his claim seems to be not genuine and there is no other documentary evidence in the record to substantiate the claim of the workman.

15. In view of the above discussions, the workman has failed to establish that he had worked as Safai Karmchhari for at least 240 days preceding the year the date of his alleged termination on 1-7-2002 and there is no any alleged violation of Section 25 F and 25 G of the I.D. Act.

16. Accordingly, the reference order is adjudicated against the workman and the workman is not entitled for any relief.

17. Award accordingly.

Lucknow.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 19 फरवरी, 2009

क्र.आ. 658.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुपरिण्टेन्डेंट आरएमएस के प्रबंधन के संबद्ध निवोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-02-2009 को प्राप्त हुआ था।

[सं. एल-40012/231/92-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th February, 2009

S.O. 658.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Supdt. RMS and their workman, which was received by the Central Government on 19-02-2009.

[No. L-40012/231/92-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, TAMIL NADU, CHENNAI-600164

Monday, the 5th day of January, 2009

Present: Thiru A. Arumugasamy, B.A.M.L.,
Presiding Officer

Industrial Dispute No. 145 of 1994

(In the matter of dispute for adjudication Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Supdt. R.M.S. (T) Division, Tiruchirapalli).

BETWEEN

Shri L. Venkatasubramanian,
No. 10, B, Agraharam,
Kambarasampettai, Trichy-101. Petitioner/Workman

AND

The Senior Superintendent,
R.M.S. (T) Division,
Tiruchirapalli. Respondent/Management

Reference : L-Order No.40012/231/92-IR(DU) Dated
10-5-94, Ministry of Labour, Govt. of India,
New Delhi.

This dispute is coming for final hearing on
Wednesday, the 24th day of December, 2008, upon
perusing the Reference, Claim statement, Counter

statement and other connected papers on record and upon hearing the arguments of Thiru G. Justin, Advocate appearing for the Petitioner and Thiru K. Sivajothi, Addl. Central Government Standing Counsel appearing for the Respondent/management in this Industrial Dispute and this dispute having stood over till this day for consideration, this Tribunal made the following:

AWARD

The Government of India have referred the following issue for adjudication by this Tribunal :

"Whether the action of the Supdt. R.M.S. Tiruchirapalli in terminating the services of L. Venkatasubramanian w.e.f. 6-10-89 is justified? If not, what relief he is entitled to ?"

2. The main averments found in the Claim statement of the Petitioner/workman are as follows :

The petitioner was working as E.D. Mailman in R.M.S. Sub-Record Officer, Pudukkottai under the control of the Inspector of R.M.S. (T-1st Divn.) Trichy and was issued with a charge sheet on 15-7-88 by the Inspector of RMS (T-1st Divn.) Trichy. The charges are as follows :

Statement of Articles of charge framed against L. Venkatasubramanian, E.D. Mailman (Under put off duty) SRO RMNS (T Divn) Pudukkottai-622003.

"That the said Sri L. Venkatasubramanian, ED M.M.(put off duty) SRO RMS T Divn. Pudukkottai while working as ED. Mailman SRO Pudukkottai has availed leave/absence from duty for a period exceeding 180 days within one year from 18-12-86 to 17-12-87. Thus he has violated instructions contained in DG's Letter No. 43-1/58/81-Pen. dt. 3-9-81."

For the said charges the petitioner gave a detailed reply denying the charges. Thereafter a domestic enquiry was conducted. The domestic enquiry was conducted in a biased and prejudiced manner and against the principles of natural justice.

3. The enquiry officer did not follow the prescribed rules. The petitioner was illegally questioned by the Enquiry Officer in order to extract the truth. The petitioner deposed before the Enquiry Officer on 8-7-89. The petitioner clearly explained that due to his sickness he took leave and he submitted appropriate leave letters and at any rate his absence cannot become unauthorised. He also deposed that he did not violated the instructions contained in the DG's letter No. 43-1/58/81 dt. 3-9-1981. In the enquiry the Enquiry Officer cross-examined the petitioner.

4. Regarding the witness S. Manoharan PW1 the enquiry officer questioned the said witness and all the 4 questions put to him by the enquiry officer in the nature of cross-examination hence it is against the principles of natural justice. Immediately after the examination of the

said witness, on 23-6-89 the petitioner was made to give his deposition on 8-7-89. Thereafter, on 8-7-89 another witness by name L. Ramasamy was asked to give deposition and the said witness was allowed to be cross-examined by the Petitioner.

5. The enquiry officer's examination of the witness and all the 3 questioned by the enquiry officer to the said witnesses was also in the nature of cross-examination hence it is violated the principles of natural justice and enquiry officer acted as prosecutor. The enquiry was conducted in gross violation of rules, to examine the petitioner before the prosecution witness examination is also illegal, hence enquiry proceedings cannot be relied upon by the disciplinary authority.

6. The findings of the enquiry officer is also perverse. Based on the findings of the enquiry officer, the disciplinary authority namely the second respondent passed the order dt. 5-10-89 removing the petitioner from service w.e.f. 6-10-89. Along with the said orders the proceedings of the enquiry and the copy of the enquiry officer's report was enclosed. Since the copy of enquiry report was enclosed along with the order of removal he could not put forth the defects in the enquiry, before the disciplinary authority before passing the order of removal dt. 5-10-89.

7. The order of removal from service is bad in law, since the reasonable opportunity was denied to the petitioner because of the non-supply of the enquiry officer's report before passing the order of removal is violative of principles of natural justice and violative of Article 311 of the Constitution of India. An appeal preferred by the petitioner to the appellate authority was also disposed by the non-speaking order. The appellate authority passed the order dt. 30-3-90 confirmed the removal order passed by the disciplinary authority order dt. 30-3-90, does not discuss about the points raised by the petitioner hence it is not a speaking order.

8. The review petition filed before the First respondent was also not considered, but it was returned with the direction to address the Director General (posts) New Delhi instead of Chief Post Master General, Madras-1.

9. The petitioner applied for leave with proper Medical certificate in all days i.e. 245 days. The respondents had not given any warning or refused to sanction the leave, since it is the duty of the leave sanctioning authority to sanction the leave or refuse the leave immediately. Therefore, under such circumstances, the respondent can not treat the absence as unauthorised absence.

10. The non-employment of the petitioner is not for a reasonable cause. The petitioner was imposed the penalty of removal from service by the 2nd respondent, for the alleged misconduct of absences from duty over 180 days.

The punishment imposed on the petitioner is too severe, hence the petitioner invokes Section 11 of I. D. Act. It is therefore prayed that this tribunal may be pleased to pass an award setting aside the termination of service of the petitioner w.e.f. 6-10-89 as unjustified and direct the respondent/management to reinstate the petitioner with all benefits including continuity of service, backwages, promotion etc. and thus render Justice.

11. The main averments found in the Counter statement of the Respondent/Management are as follows:

The petitioner while working as EDMM in Sub-Record Office RMS 'T' Division, Pudukottai has availed leave/absence from duty for a period exceeding 180 days within one year from 18-12-86 to 17-12-87. Thus he has violated instructions contained in DG's letter No. 43-1/58/81-Pen dated 3-9-81, and thereby failed to maintain devotion to duty as required by Rule 17 of P&TED Agents Conduct and Service Rules 1964.

12. The official was proceeded under Rule 8 of ED Agents Conducts and Service Rules vide Memo No. PF/L.V.S. Manian dated 15-7-88 of Inspector, RMS T Divn. 'T'. 1st Dn., Tiruchy. The official was on put off from 1-7-88 vide Memo PF/L. V.S. Manian, dated 1-7-88 and the same was ratified by the Senior Superintendent, RMS T Dn. Tiruchy vide Memo No. B.67/ED/PDK, dated 7-7-88. The official received the memo of Inspector RMS 'T'-1st Sub-Divn. Dated 15-7-88 on 16-7-88 and in his letter dated 22-7-88 he denied the charges levelled against him. Hence, the Disc. Authority appointed Shri K. R. Subramanian, ASP(H. Qrs.) O/o Supdt. of Pos, Srirangam Dn. as Inquiry Officer and Sri V. Balaraman, O.S.II, O/o SSRM as Presenting Officer vide Memo PF/L. V. S. Manian dated 25-8-88 of IRM T-1st Tiruchy.

13. The petitioner had defended the case with the assistance of Sri A. Rajmohan, PA Pudukottai and inquiry was conducted by the Inquiry Officer. The presenting officer submitted his brief on 17-7-89 and petitioner submitted his defence brief on 22-7-89. As the charge were proved the Disc. Authority vide his Memo PF/L. V. S. Manian dated 5-10-89 removed the petitioner from service.

14. The petitioner was removed from service on 5-10-89 whereas DG's instructions to enclose copy of I.O's report to delinquent ED Agent to be sent before taking final action was recieved only on 18-10-89. As such, no violation was made in this case. The appellate authority rejected the petitioner's appeal based on its merits. The petitioner was removed from service after having availed leave in excess of 180 days during the period of one year. Reasonable opportunity was given to defend the case. The punishment imposed on the petitioner is statutory one. It is therefore prayed that this Tribunal may be pleased to dismiss the above I.D. 145/94 and thus render justice.

15. POINT; The point for consideration is whether of the action of the Supdf. R.M.S. Tiruchirapalli in terminating the services of the petitioner w.e.f. 6-10-89 is justified? If not, what relief he is entitled to?

16. After remand on behalf of petitioner/workman, WW1 one L.Venkatasubramanian has been examined and Exs. W1 to W12 were marked. On behalf of Respondent/management, MW1 one Shanmugam has been examined and Exs. M1 to M12 were marked.

17. At first instance the matter has been taken up by this Tribunal along with the other Industrial Disputes. On 30-12-95 it has been decided that this tribunal has no jurisdiction in view of the reported judgement in 1996 II LLJp. 230. Against which, the present petitioner has filed a Writ Petition before the Hon'ble High Court and in turn, the Hon'ble High Court in W.P.No. 6246/99 by its Order dated 8-7-2008 set aside the award and this tribunal was directed to dispose the matter on merits within the stipulated time.

18. After receipt of the case bundles from the Hon'ble High Court, this Tribunal has issued notice and after hearing both sides the matter has been taken up. Thereafter WW1 and MW1 have been examined. During the examination of WW1, he would say that he joined service in 1974 at Pudur RMS office in ED service and he was terminated in the year 1981. Thereafter he was again re-appointed in 1984 and worked upto 1988. Further he would say that from 18-12-86 till 17-12-87 for one year he was on leave for 250 days and he faced the departmental enquiry. The enquiry was not properly conducted. Hence he filed the Claim.

19. The respondent in his evidence he would say that the petitioner was absent for more than 180 days. After due enquiry, he was dismissed from service.

20. The Counsel appearing for the Petitioner/workman contended that he has only availed the leave for 180 days, the enquiry conducted by the respondent is not fair. Even in the enquiry report, the Enquiry officer has not mentioned any reason for his conclusion. Hence he prayed that the Order should be set aside.

21. The Counsel appearing for the Respondent/management contended that the Petitioner is a casual worker who worked on the daily basis, who was absent for more than 180 days in a year and further stated that they abolished the ED Service, hence he contended that the claim has to be rejected.

22. It is not in dispute that the petitioner is a Mailman who is a temporary worker for the period in question. He has not attended the duty for more than 180 days (245 days) in a year is also not in dispute (18-12-86 to 17-12-87).

23. The contention of the petitioner is on two fold (a) in the enquiry, the respondent could not say that how many days the petitioner was absent and how many days he has taken leave. (b) Further the enquiry officer has not mentioned the reasons for the conclusion.

24. As already mentioned the petitioner has not attended the work for more than 180 days in a year and he was a temporary worker is not in dispute. Further it is also not in dispute that the ED Division (sorting out of letters in the moving train by RMS during night times) has been abolished.

25. The petitioner in his Claim statement para. 11 has stated as follows:

"The petitioner states that he applied for leave with proper Medical certificates in all days i.e. 245 days. The petitioner states that the respondents had not given any warning or refused to sanction the leave, since it is the duty of the leave sanctioning authority to sanction the leave or refuse the leave immediately. Therefore, under such circumstances, the respondent cannot treat the absence as unauthorised absence."

The vehement contention of the petitioner is that his leave and absence has not been separately shown by the respondent in the enquiry proceedings.

26. During the Cross examination of MW1, he has deposed as follows:

“நிர்வாகம் கொடுத்த சான்றாவணம் எம்.1 ஆகும். எக்சிபிட் எம்.1ல் உள்ள கூறியுள்ள காரணமான ஆப்சென்ஸ், லீவ் என சொல்லிப்பிரிப்பது சரி தான். அந்த தேதிகளும் சரிதான். எம்.1ல் 250 நாட்கள் காட்டியது சரிதான். இதில் எத்தனை நாட்கள் விடுமுறையில் இருந்தார் என்பது குறிப்பாக இல்லை. அவர் லீவ் தொடர்ச்சியாக எடுக்கவில்லை என்றும் அவ்வப்போது தான் பணிக்கு வந்தார் என்பது சரிதான்.”

From the evidence of MW1, it is clear that the petitioner was absent for some days and he had applied for leave for some days. It is seen from the evidence that the temporary worker can proceed on leave by substituting somebody else on his behalf and in turn, the proxy will attend the work of temporary worker. In that case, it will be treated as a leave.

27. The Ex. M3 is the Inquiry report. Of course in the charge, the Enquiry officer has not shown leave and the date of absences days separately. Admittedly, the petitioner is the temporary worker who is eligible for casual leave and he cannot have any other leave like permanent workers. The difference between the leave and absence is the substitution of the proxy by the petitioner.

29. From this it is clear that he was absent for 250 days out of 365 days. The Postal department comes under one of the essential service. A worker who is absent for more than 180 days cannot be permitted to continue in service. Of course the petitioner has borrowed some medical terms to claim the leave to suit his convenience. If a temporary worker is availing so many medical leave, in my view he is not medically fit for the post. Therefore there is no need for any reconsideration.

30. The Counsel appearing for the Respondent/management relied on the Swamy's Compilation of Service Rules of Postal ED Staff (Muthuswamy & Brinda) Section 5 runs as follows :

"How to compute the period of one year :—The doubt raised here is, whether it should be calendar year or financial year. It should refer to any continuous period of 12 months. The said continuous period of 12 months should be reckoned from the beginning of any stretch of leave taken by an ED Agent previous to the stretch of leave under consideration. If, during the period of 12 months computed as above, an ED Agent had been absent for more than 180 days, he is to be removed from service after following the procedure laid down in Rule, 8."

The Inquiry has been conducted as per the procedure laid down in Section 5 and Rule 8. The Inquiry has been properly conducted and thereafter he was terminated from the service by the Respondent under Ex. M5. Therefore the inquiry is in order. In the enquiry report the absent date has been mentioned therein. Therefore from this it is clear that the respondent has discharged the burden of proof effectively. The petitioner has not produced any documents, to rebut the evidence of the respondent. Therefore, I am of the view that the inquiry has been duly conducted and the charge against the petitioner has been properly proved by the Respondent.

31. The second contention raised by the petitioner is that the Inquiry officer has not given reasons for his findings. In the Ex. M3 Enquiry report the Inquiry Officer has narrated the entire events and thereafter he has given a conclusion. After going through the entire enquiry report, one can see the reasons for his conclusion. From Ex. M3 it is very clear that the reasonable opportunity has also been given and the claim of the petitioner also has been considered by the Enquiry Officer and thereafter he has arrived at an independent conclusion, of course the very exact conclusion. Hence the arguments advanced by the petitioner in this regard, has no force. On perusal of the records, I am of the view that the action of the respondent/management in terminating the services of the petitioner w.e.f. 6-10-89 is justified. I answer this point accordingly.

In the result, award is passed holding that the action of the Supdt. R.M.S. Tiruchirapalli in terminating the

services of L. Venkatasubramanian w.e.f. 6-10-89 is justified. The petitioner is not entitled for any relief. No costs.

Dated at Chennai, this 5th day of January, 2009.

THIRU A. ARUMUGASAMY, Presiding Officer

I.D. No. 145/1994

Witnesses examined on the side of Petitioner :

Thiru L. Venkatasubramanian

Witnesses examined on the side of Respondent :

Thiru Shanmugam

Documents marked on the side of petitioner :

Sl. No.	Date		Description of Documents
1	01/07/88	Ex.W01	Order of Department of Posts
2	07/07/88	Ex. W02	Order of Department of Posts
3	15/07/88	Ex. W03	Memorandum issued from the Department of Posts to the petitioner
4	22/07/88	EX. W04	Letter from the petitioner to the Inspector of RMS
5	22/07/89	Ex. W05	Letter from the petitioner to the Senior Supdt. of Posts
6	09/09/89	Ex. W06	Enquiry Officer's report
7	18/11/89	Ex. W07	Letter from the petitioner to the Senior Supt. Posts
8	30/03/90	Ez. W08	Memorandum from Department of Posts
9	18/09/90	Ex. W09	Letter from the petitioner to Post Master General
10	15/04/91	Ex. W10	Memo from Dept. of Posts the petitioner
11	25/02/91	Ex. W11	Letter from the Department of Posts to the petitioner
12	13/03/92	Ex. W12	Letter from the Senior Supt. to the Regional Labour Commissioner

Documents marked on the side of Respondent :

Sl. No.	Date		Description of Documents
1	2	3	4
1	15/07/88	Ex.M01	Charge sheet
2	22/07/89	Ex. M02	Defence brief in connection with rule-8 case by the petitioner
3	09/09/89	Ex. M03	Enquiry Officer report
4	05/10/89	EX. M04	Proceedings memo (removal order)

1	2	3	4
5	17/10/89	Ex. M05	C.P.M.G's letter regarding supply of copy of I.O. report
6	18/11/89	Ex. M06	Appeal Petition given by the petitioner
7	30/03/90	Ex. M07	Appellate Order
8	20/02/92	Ex. M08	Petition to rejection by D.G.
9	23/11/94	Ex. M09	Counter statement filed by the respondent
10	30/12/96	Ex. M10	High Court's order in I.D. batch cases
11	24/04/72	Ex. M11	D.G.P. & T Letter No. 43/38/72
12	03/09/81	Ex. M12	D.G.P. & T Letter No. 43/158/81

नई दिल्ली, 19 फरवरी, 2009

क्र.आ. 659.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिण्टेन्डेंट ऑफ पोस्ट ऑफिसों के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/अथवा न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 15/1995) को प्रकटित करती है, जो केन्द्रीय सरकार को 19-02-2009 को प्राप्त हुआ था।

[सं. एल-40012/22/94-आई आर (डीयू)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 19th February, 2009

S.O. 659.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/1995) of the Industrial Tribunal/Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Senior Superintendent of Post Offices and their workman, which was received by the Central Government on 19-02-2009.

[No. L-40012/22/94-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, TAMIL NADU, CHENNAI-600104

Friday, the 30th day of January, 2009

Present: Thiru A. Arumugasamy, B.A.M.L.,
Presiding Officer

Industrial Dispute No. 15 of 1995

(In the matter of dispute for adjudication Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman

and the Management of Senior Superintendent of Post Offices, Salem-636001.

BETWEEN:

The workman
Shri D. Sellamuthu S/o Duraisamy,
Sillampatti B.O., Atur Taluk,
Salem-636107

Petitioner/Workman

And

1. Director, Senior Superintendent,
of Post Offices,
Salem East Division,
Salem 636001

2. Director of Postal Services,
Coimbatore

Respondents/Managements

Reference : Order No. L-40012/22/94-IR(DU) Dated
22/24-2-1995 Ministry of Labour, Govt. of
India, New Delhi.

This dispute is coming for final hearing on 22nd day of January, 2009, upon perusing the reference, claim statement, counter statement and other connected papers on record and upon hearing the arguments of Thiru G. Justin, Advocate appearing for the Petitioner and of Thiru K. Sivajothi, Addl. Central Govt. Standing Counsel appearing for the Respondents, in this industrial dispute and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

The Govt. of Tamil Nadu have referred the following issue for adjudication by this Tribunal :

"Whether the action of the management of Senior Superintendent of Post Offices, Salem East Division, Salem in terminating the services of Shri D. Sellamuthu with effect from 15-6-87 is just, proper and legal? If not, to what relief is the workman entitled to?"

2. The main averments found in the claim statement of Petitioner are as follows :

The petitioner states that he was issued with a Charge Memo dated 2-4-1987 as per the charge sheet given to the Petitioner the charge is as follows :

Article 1 "That the said Shri D. Sellamuthu EDBPM (put off duty) Seelampatti BO while working as such on 26-12-1986 had without actually paying the amount in respect of Kannankurichi (Salem MO No. 346 dated 22-12-1986) for Rs. 300/- (Three hundred only) to the respective payee managed to show the money order as paid by affixing the name of the payee in his own handwriting".

"It is therefore alleged that Shri D. Sellamuthu ED BPM had failed to maintain absolute integrity and

devotion to duty as enjoined in Rule 17 of P & T ED Agents (Conduct and Service) Rules 1964

To the above charge sheet the written statement of defence was given by the petitioner on 10-4-1987. The petitioner denied the charges. After the receipt of the defence statement from the petitioner the respondent appointed enquiry officer to enquire into the charges. The Enquiry Officer who enquired into the charges without recording the evidence of the witness as stated in the charge memo to establish the charges but simply threatened the petitioner to admit the charges and got the signature in the statement admitting the charges. Thereafter the Enquiry Officer gave a findings stating that since the petitioner admitted the charge the charges stands proved.

3. The petitioner never admitted the charges and he only denied the charges. The respondent is bound to establish the charges by examining the witnesses particularly S. Palanisamy who is alleged to have not received the M.O. dated 22-12-1986 and 26-12-1986. The charge as framed against the petitioner cannot be proved without examining the witnesses. The statement obtained behind the back of the petitioner cannot be relied upon by the Enquiry Officer nor the Disciplinary Authority. The enquiry officer conducted the enquiry in a biased and prejudiced manner.

4. After the enquiry findings the disciplinary authority by order dated 15-6-1987 removed the petitioner from service with immediate effect. Against the said order the petitioner appealed to the Appellate Authority and the Appellate Authority also rejected the appeal by order dated 17-9-1987.

5. The charge as framed in the charge sheet can be established only on the examination of the payee of the money order namely S. Palanisamy. Further no complaint was received from S. Palanisamy for non-receipt of the money order. Therefore the charge framed against the petitioner that without actually paying the amount in respect of money order dated 12-10-1986 for a sum of Rs. 300/- to the payee will not stand without a complaint from the payee.

6. The enquiry against the petitioner was not conducted in accordance with the rules and principles of natural justice. Further the petitioner was threatened by the enquiry officer to admit the charge. Therefore based on the said report of the Enquiry Officer the petitioner cannot be removed from service by the disciplinary authority. The disciplinary authority has not considered the petitioner's past record of service. Further the punishment is also too severe hence Section 11A of the I.D. Act has to be invoked.

7. Since no proper enquiry was conducted, his non-employment is not justified. Therefore the petitioner is left

with no other alternative except to raise a dispute regarding his non-employment as per the provisions of I.D. Act. The petitioner prays that this tribunal may be pleased to pass an award reinstating the petitioner in service with all benefits and confirmity of service.

8. The main averments found in the counter statement of the Respondents are as follows :

The claim of the petitioner is not maintainable and has to be dismissed on the ground that the Department of Post will not come under the purview of Industry. As such the petition is liable to be dismissed in limine.

9. The Petitioner was charge sheeted vide Second Respondent's Office Memo No. E1-5/VI/86-87 dated 2-4-87 and the memo was delivered to him on 4-4-87. He was also given 10 days time to submit his written statement of defence against the charge. The petitioner submitted his defence on 10-4-87 wherein he admitted the charges but put forth extenuating circumstances that led to the commission of irregularity by him. Thereafter it was considered necessary to hold an inquiry under Rule 8 of P & T ED Agents (C & S) Rules 1964 in order to give a reasonable opportunity to the petitioner to defend himself as provided in Article 211 of the Constitution. Accordingly Sri G. Kailasanathan the then ASP, Salem East Sub Divn. And Sri V. Arunachalam the then CI of the Second Respondent's office were appointed as Inquiry Officer and Presenting Officer respectively vide Second Respondent's Office memo dated 22-4-87. The Inquiry Officer submitted his report dated 30-5-87 together with the deposition of the petitioner dt. 28-5-87 in which he held that the charge framed against the petitioner was proved beyond doubt by the latter's own admission.

10. Hence the averments of the petitioner that he denied the charge is not true. Further the argument that the Inquiry Officer without recording the evidence of the witness as stated in the charge sheet threatened the petitioner to admit the charge and got the signature in the statement admitting the charge is hollow and fallacious. First of all there was no need to record the evidence of witnesses as stated in the petition as the petitioner himself voluntarily admitted the charge. Further the inquiry officer conducted the enquiry on 28-5-87 specifically asked the petitioner as to whether he wanted any inquiry to be held in respect of the charges framed against him. To this he has replied that he did not want any enquiry. The petitioner's deposition was voluntary and there was no question of coercion by the Inquiry Officer. It is submitted that on the receipt of the Inquiry Officer's report the disciplinary authority viz. The SSP, Salem East Division removed the petitioner from service vide Memo No. E1-5/VI/86-87 dated 15-6-87.

11. It is submitted that as the petitioner had admitted the charge straightaway and gave a deposition to that effect

in his own handwriting before the Inquiry officer there was no need to examine any witness. An Inquiry can be held only in respect of a charge not admitted by the delinquent.

12. The petitioner's contention that no complaint was received from Sri S. Palanisamy for non-payment of money order and simply by getting a statement from him a charge cannot be framed is irrelevant and immaterial. Sri M. Venkataraman, Mailoverseer II of Atur Sub division who is empowered to inspect the BO at any given time under the rules, paid a surprise visit to Siliampatti Branch office in account with Malliakarai Sub-office on 26-12-86 and examined the deposit articles of the Branch office kept in the BO journal. While doing so, Kannankurichi (Salem) Money order No. 346 dt. 22-12-86 for Rs. 300 payable to Sri S. Palanisamy, Nadar Street, Seeliampatti and remitted by Sri F. Shanmugam, Annai Illam Gandhinagar, Kannankurichi Salem was found among other deposit articles. On scrutiny the said MO form was found affixed with the signature of one Sri S. Palanisamy in Tamil in the space provided for the payee's signature. The signature of the paying official was not seen in the MO form raising suspicion. When questioned the petitioner replied orally that he paid the value of the MO to the payee on 26-12-86 but on verification with the payee it turned out that the payee had not received the amount and the signature found on the MO form was not that of the payee. The petitioner in his written statement dated 26-12-86 given before the Mail overseer had stated categorically that he affixed the payee's signature in Tamil on the MO form to make it appear that it was signed by the payee and utilised the money for his personal use. The petitioner admitted the above facts in his written statements dated 29-12-86 and 14-3-87 given before SDI Atur Sub-Division as well. Therefore the charge that the petitioner did not pay the value of the MO to the real payee and forged the signature of the payee and utilised the amount for his personal use had been established beyond all reasonable doubt.

13. It is submitted that the Rule 8 inquiry was conducted as per the provisions contained in P & T ED Agents (C & S) Rules, 1964. The petitioner was not intimidated as alleged. The petitioner was removed from service as it was thought that it was not proper to retain such an official who was lacking integrity, in the service of the department. The Inquiry officer's report was judiciously upright and straight forward. Further if at all there was any alleged coercion by the Inquiry officer the petitioner should have brought it to the notice of the higher authorities viz SSP, DPS, PMG etc. immediately. He had not done so. Even in his appeal to DPS he has not alleged that the Inquiry officer was biased. Instead, he had admitted the charges in the appeal also.

14. It is submitted that the petitioner was given a fair and free opportunity under the rules. He was given

sufficient time to defend his case. He had every opportunity to take a stand of his own. He was not dictated, tutored or misled into believing that a lesser punishment would be awarded if he chose to admit the charge. It was completely left to his choice whether to admit the charge or deny the same. As such, the inquiry was held in proper manner as prescribed in the rules. Under these circumstances, it is prayed that this Tribunal may be pleased to dismiss the above LD. 15/95.

15. POINT : The Point for consideration is whether the action of the management of Senior Superintendent of Post Offices Salem East Division, Salem in terminating the services of D. Sellamuthu with effect from 15-6-87 is just proper and legal ? If not to what relief is the workman entitled to?

16. After remand on behalf of the Petitioner, WW1 one D. Sellamuthu has been examined and Exs. W1 to W3 were marked. On behalf of Respondent management, MW1 one N. Varadarajan has been examined and Exs. M1 to M15 were marked.

17. The Counsel appearing for the Petitioner contended that the petitioner while working as BPM (Branch Post Master) at Seeliampatti the Disciplinary proceedings has been initiated for his alleged misconduct and it has not been proved. Hence his claim has to be allowed.

18. The Additional Central Government Standing Counsel contended that admittedly the petitioner misappropriated Money Order amount of Rs. 300 without disbursing to the payee and he swindled the amount for his personal use and he has admitted this fact before the Enquiry officer. Therefore the findings of the Disciplinary authority is a conclusive one and the claim has to be negated.

19. It is not in dispute that the petitioner was working as BPM at Seeliampatti, Salem district. Further it is also not in dispute that on 22-12-86. Money order Rs. 300 has been sent from Kannankurichi, By way of M.O. No. 346 in favour of Palanisamy. As per the account on 26-12-86 B.P. Office has disbursed the Money order. Further it is also not in dispute on the same day M. Venkataraman, Mail Overseer made a surprise inspection and noticed the mistake. Thereafter departmental proceedings has been initiated and on the basis of the failure report the reference has been made to this Court. On 30-12-96 the reference has been dismissed for want of jurisdiction by this tribunal. Against which, the petitioner has preferred a Write Petition on W.P. No. 12681/99 and the same was disposed of on 23-7-2008 holding that this tribunal has got jurisdiction and matter has been remanded to dispose by this tribunal as per law. Thereafter, notice has been sent to the both parties and the matter has been taken up.

20. The petitioner in his evidence has contended that he was working as Extra Department BPM from 1971 to 1987. According to him, the enquiry conducted by the Respondent is not in accordance with law, hence the Charge memo issued on 2-4-87 has to be set aside.

21. On behalf of Respondent, Senior Superintendent of Post offices has been examined and contended that the petitioner has swindled Money order amount of Rs. 300 which was sent from Kannankurichi for the disbursement and it was not disbursed to the Payee Palanisamy.

According to the Respondent the petitioner himself has signed and appropriated the M.O. money hence the enquiry has been conducted.

22. As already pointed out on 22-12-96 the Money order of Rs.300 was sent from Kannankurichi post office and the payee one Palanisamy is not in dispute. According to the Respondent on 26-12-86 the amount has been taken by the petitioner himself by putting the signature of the payee in Tamil. In this regard WW1 has stated as follows :

"22.10.86ல் பங்குவாடாவிற்காக ஏஜென்ஸியும் கொடுத்து விட்டேன்.

செல்லும்து என்ற க. ம. ஏஜென்ஸிக்குதான் டெலிவரி செய்ததாக சொன்னார் அதற்கான குறிப்பினை நாங்கள் எங்கள் புத்தகத்தில் குறிக்க வேண்டும் ஆனால் குறிக்கவில்லை."

23. Ex. M1 is the Memorandum of Charge sheet issued by the Respondent. On 10-4-87 under Ex. M2 the reply was sent by the petitioner for the charge. At the first instance he has not denied the charge. In Ex. M2 the petitioner has stated as follows :

"என்னுடைய குழந்தை உடல்நிலை மிகவும் சரியல்லாத காரணத்தினால் முதல் நான் பாண்டிச்சேரி ஜப்பன் ஆஸ்பத்திரிக்கு அனுப்பவேண்டிய சஷ்டமான நிலைமை ஏற்பட்டுவிட்டது. வைத்திய செலவிற்கு நான் என்னிடமிருந்து கொடுக்க விரும்பாதது ஏற்பாடு செய்து திருத்தினேன். பணம் மறுநான் வந்துவிடும் என்ற நம்பிக்கையில் பணத்தை எடுத்து கொடுத்து குழந்தையை பாண்டிச்சேரிக்கு அனுப்பி வைத்தேன். மறுநான் காலையில் பணம் திரைப்பதற்குள் மெயில் ஓவர் சியர் சென்று விட்டதால் என்ன செலவு என்ற படித்தல் திட்ட தவறை செய்துவிட்டேன். எனக்கு 3 வருட காலமாக பீயிஸும் ஆக பணிபுரிந்து வருகிறேன். திருவனா திட்ட மாதிரி தவறுகள்செய்தது கிடையாது."

"கடத்த 3 மாத காலமாக Put off duty விடுத்து வருகிறேன்/ உடல் நலம் கில்லாத குழந்தையை வைத்துக்கொண்டு சாப்பாட்டிற்கு மிகவும் சஷ்டப்பட்டு வருகிறேன். எனவே நான் குதலும்கடைசியுமாக செய்த தவறை தயவு செய்து மன்னித்து என் குடும்பத்திற்கு உணவளக்குமாறு கேட்டுக்கொள்கிறேன்.

Therefore from this it is very clear that immediately after the Charge sheet the petitioner sent reply in which he has admitted his guilt namely the non disbursement amount

of Rs. 300 to the payee Palanisamy. The Petitioner's counsel now denying that the admission made by the petitioner before the disciplinary authority is not correct.

24. Ex. M4 is the letter dated 28-5-87 by the petitioner given before the Enquiry Officer it runs as follows:

"என் மீது கூறப்பட்டுள்ள குற்றச்சாட்டுகள் தொடர்பாக 28.5.83 அன்று மல்லிபனூர் அஞ்சலகத்தில் தாங்கள் விகாரணை நடத்தினார்கள். என்மீது கூறப்பட்டுள்ள புகார்களை என்னிடம் படித்து காண்பித்து அகத்தாங்கள் தமிழில் விளக்கமாக கூறினார்கள். நான் தீர்க்குற்றச்சாட்டுகளை முழுமையாக ஒத்துக்கொள்கிறேன் என்றும் இது தொடர்பாக விகாரணை ஏதும் தேவையில்லை என்றும் தெரிவித்துக்கொள்கிறேன்."

From this it is also very clear that even before the Enquiry officer also he has admitted his guilt and he contended that no enquiry is required. The Enquiry officer's report is Ex M5 dated 18.5.87. Even in the Inquiry officer's report, it runs as follows:

"D. Sellamuthu in tamil and asked him to admit or deny the charge. Sri D. Sellamuthu admitted the charge in full. He was also asked to state whether he wants any inquiry to be held in respect of the charges framed against him and he replied that he did not want any inquiry to be conducted in respect of the charges. He also gave a deposition admitting the charge."

Thereafter the Enquiry officer has given his findings as stating that the charge has been proved. The same thing followed even in appeal memorandum submitted by the petitioner which was marked as Ex M7 which runs as follows:

"எதிர்பாராத இருந்த காரணத்தால் என்னிடத்தில் பணம் கில்லாத நிலைமையும் பணம் கிடைக்காத நிலைமையும் நான் அந்த மணிபாடருக்கு உண்டான ரூ.300.00 எடுத்து கொண்டு அதற்கு பதிலாக மேலே கண்ட மணிபாட்டர் பாரத்தில்நானே கைபெருத்திடும் வைத்து இருந்தேன். குழந்தைபை பாண்டிச்சேரி ஆஸ்பத்திரியில் விட்டு விட்டு காலையில் அவசர அவசரமாக ஆபிஸ் வந்து பணி ஆரம்பித்த நேரத்தில் மேபில் ஓவர்சியர் வந்து தணிக்கை ஆரம்பித்தும் நடந்த உண்மைகளை சொல்லி மன்னிப்பு கேட்டேன்."

25. Now the contention of the petitioner is that he never admitted the charge before the authorities and he relied on the evidence of MW1 in this regard. During the cross examination of MW1 he has admitted that he pleaded the ignorance of scribe of Ex. M4. On that basis, the contention of the petitioner's counsel is that Ex. M4 is not

written by him/ According to the petitioner Ex. M4 the so called admission petition pleaded by the petitioner was not proved by the Respondent at the time of Inquiry. Therefore, he wanted to set aside the findings of the Enquiry Officer, Of course, MW1 has fairly conceded that he was not aware of the scribe in Ex. M4.

RESPONDENT/MANAGEMENT:

Sl. No.	Date	Description of Document
1	02-04-87	Ex.M01 Charge Sheet Memorandum
2	10-04-87	Ex.M02 Reply for the charge sheet
3	28-05-87	Ex.M03 Inquiry Officer 1st Sitting
4	28-05-87	Ex.M04 Deposition of WW1 before the Inquiry Officer
5	30-05-87	Ex.M05 Inquiry Officer Report
6	15-06-87	Ex.M06 Punishment Order issued by Senior Superintendent of Post Office, Salem East Division
7	06-07-87	Ex.M07 Appeal against the punishment order issued by appointing authority
8	24-11-92	Ex.M08 Before the Central Regional Labour Officer at Madras-6, petition under Sec. 2(A) of I.D. Act
9	08-09-93	Ex.M09 Before the Central Regional Labour Officer at Madras-6, rejoinder filed on behalf of the petitioner
10	16-09-93	Ex.M10 Failure report
11	June'95	Ex.M11 Claim petition by Petitioner
12	Dec'95	Ex.M12 Counter statement by respondent
13	13-10-99	Ex.M13 Affidavit of WW1 in W.P. No. 12681/99
14	2000	Ex.M14 Counter affidavit by second respondent
15	23-07-08	Ex.M15 Order in W.P. No. 12681/99

नई दिल्ली, 20 फरवरी, 2009

का.आ. 660.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं दूरदर्शन केन्द्र के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार/औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 112/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-2-2009 को प्राप्त हुआ था।

[सं. एल-42012/97/2002-आई आर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 20th February, 2009

S.O. 660.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award Ref. No. 112/2002 of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of Doordarshan Kendra, and their workmen, received by the Central Government on 20-2-2009.

[No. L-42012/97/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present: N.K.R. Mohapatra, Presiding Officer

Industrial Dispute Case No. 112/2002

Date of Passing Award: 12th January, 2009

BETWEEN

The Management of the Asstt. Engineer,
LPT, Doordarshan Kendra,
Dasarathpur, Dist. Jajpur, Orissa.

...1st Party-Management.

And

Their Workman, Smt. Nibedita Das,
C/o. Bishnu Charan Nayak, P.O. Katikata,
Vill. Rambag, Dist. Jajpur, Orissa

....2nd Party-Workman.

APPEARANCES

M/s. J.K. Nayak & Associates, ...For the 1st Party
Advocates Management.

M/s. B.C. Bastia & Associates, ...For the 2nd
Advocates Party workman.

AWARD

The Govt. of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-42012/97/2002-IR(CM-II), dated 30-10-2002.

"Whether the action of the Management of Doordarshan Kendra, Dasarathpur by terminating the service of Smt. Nibedita Das, Technician after serving for 5 years regularly is legal and justified? If not, to what relief the disputant is entitled to?"

2. It is alleged by the workman that on the basis of her certificate she was engaged as a Technician on 14-6-1995 in the newly opened L.P.T. Doordarshan Kendra at Dasarathpur in the District of Jajpur, Orissa. She was paid

Rs. 1800 per month on consolidated basis to carry out the operational activities required for transmission of D.D. programmes. It is further alleged that while she was continuing as such she was abruptly terminated on 1-10-2000 without any advance notice or retrenchment compensation as required under Section 25-F of the Industrial Disputes Act. As a result she raised an Industrial Dispute before the Asst. Labour Commissioner (Central) and hence the reference.

3. The Management on the other hand contended that the workman was never engaged in any capacity on 14-6-1995 in the above noted L.P.T. Doordarshan Kendra. Rather to carry out some miscellaneous work of temporary nature she was engaged verbally as and when necessary on monthly contract basis of Rs. 1800 on condition that she would seize to work on the posting of regular staff from December 1995. Anticipating posting of regular staff she was intimated in August 2000 that her services would no more be needed from October 2000 and, accordingly, she was disengaged on the posting of regular staff from 1-10-2000. Thus in nut-shell it is alleged by the Management that the engagement of the workman being contractual in nature, she was not paid any retrenchment compensation and as such she is not entitled for any relief.

4. On the basis of above pleadings of the parties the following issues were framed :

ISSUES

1. Whether the Tribunal has jurisdiction to try the reference ?
2. Whether the disputant-workman was in continuous employment for 240 days and more by the time she was terminated from service ?
3. Whether the workman was in continuous service for 5 years preceding the date of her termination ?
4. Whether the Management is justified and proper in its action of terminating the service of workman ?
5. To what relief the workman is entitled to ?
5. To prove her case the workman examined herself alone besides producing some documents marked as Exts.-1 to 3. The Management on the other hand examined two witnesses and produced no documents.

FINDINGS

ISSUE NO. 1

6. There being no substantial challenge from the side of the Management as to the maintainability of the reference, this issue is, accordingly, answered affirmatively.

ISSUE NOS. 2 TO 5

7. These issues are taken up together as they are inter-dependent.

It is deposed by the workman that on the basis of an advertisement she applied for the post of Technician and on being selected she was issued with an appointment letter. She further stated that on the date of interview her call-letter was taken back by the Management. Similarly at the time of joining her appointment letter was also taken back by the Management. But as I find, the above has been cooked-up by the workman for the purpose of this case as the same runs counter to her pleadings. Hence the evidence of the workman that she was duly recruited and appointed can not be believed. Rather it can be said that she has not approached the Court with a clean hand.

8. It is the settled law that the Government, while making a reference must bestow great care so as to obviate reference which are baseless or do not represent the actual dispute between the parties. It should, therefore, carefully formulate the points of dispute they should be so worded as to avoid ambiguity or prejudice or advantage to one or the other party to the dispute. But in the reference before the Court no specific point of dispute has been raised as to whether the factum of regularization of the workman is to be considered taking into consideration the past service or whether the factum of termination is alone to be examined.

9. In a case between Delhi Cloth & General Mills Co. Ltd. Versus Their workman reported in 1967-1-LLJ 423 (431) S.C. it has been held by their Lordship that if the order of reference is cryptic that it is impossible to cull-out therefrom the various points about which the parties were at variance leading to trouble, the court in such circumstance can ascertain the point of dispute from the pleading of the parties to find out the exact nature of dispute. Examining the claim statement of the workman in the above backdrop it is gathered that the workman has simply challenged her termination on the ground of non-compliance of Section 25-F of the Industrial Disputes Act. As such it is only to be seen how far the workman has been successful in establishing her case within the ambit of Section 25-F of the Industrial Disputes Act.

10. Section 25-F prescribes that no person shall be retrenched without notice/notice-pay and retrenchment compensation if he/she has continuously worked for one year as defined under Section 25-B. Section 25-B prescribes under its sub-clause-2(ii) that a person working for 240 days during a period of twelve months preceding the alleged date of termination would be deemed to have worked continuously for a period of one year. Therefore, it is now to be seen whether the workman had worked for 240 days during 12 calendar months preceding her termination on 1-10-2000.

11. To establish her continuous service the workman has produced the Xerox copies of different folios of a "Transmission Log Book-I and III of 1995 and 1996", the genuineness of which has been questioned by the Management on the ground that the original Log Books are not available in the office for comparison with the Xerox copies filed by the workman. As no explanation has been offered by the workman as to how she could get such Xerox copies it pre-supposes that perhaps it is she who has taken away the official record and prepared copies of the same to her suitability. On perusal of these documents it is gathered that at various stages the name of the workman has been super imposed on a previous writing. Moreover it does not give any indication that during 1995 and 1996 she was engaged continuously and that her duty period was from 4.00 P.M. to 10 P.M. daily as contended by her during evidence. In regard to her continuous engagement during 12 months preceeding the date of termination on 1-10-2000 no further documents like Ext.-1 has also been filed by the workman except claiming orally that during such period she was engaged continuously. In these circumstances it can only be believed as contended by the Management that she was engaged occasionally as and when required on contractual basis.

12. During cross-examination it is admitted by the workman that she was being paid in every three to four months on her granting receipts. This shows that she is not at all fair in claiming that she was a regular recruit. Her further explanation that she was asked to manage herself as a casual worker till sanction of regular posts further indicates that she was never recruited on the basis of an advertisement as claimed by her during trial. It rather paves to the conclusion that she was simply given an opportunity to work casually on contractual basis till permanent posts are created and persons recruited against such post. Therefore in such circumstance when the workman has produced no documents to prove her continuous engagement for 240 days during past 12 months preceeding the date of her termination, it is held that the action of the Management is beyond reproach as the evidence on record shows that the workman was disengaged after posting of regular staff.

13. Accordingly the reference is answered with no relief to the workman.

N.K.R. MOHAPATRA, Presiding Officer

List of of Witnesses Examined on behalf of the 2nd Party-workman

W.W.-1-Smt. Nibedita Das

List of Documents Exhibited on behalf of the 2nd Party-workman

Ext.-1-Xerox copy of the Log Book.

Ext.-2- Copy of letter No. 1276, dated 22-2-2002 addressed to District Employment Officer, Employment Exchange, Jajpur.

Ext.-2/1- Copy of Form and Manner of Notification of Vacancies.

Ext.-3-Copy of letter No. 1355, dated 8-3-2002 addressed to District Employment Officer, Employment Exchange, Balasore.

List of Witnesses Exhibited on behalf of the 1st Party-Management.

M.W.-1-Rama Chandra Sahoo

M.W.-2-Kamalakanta Mohanty.

List of documents Exhibited on behalf of the 1st Party-Management.

No documents have been exhibited on behalf of the Management.

नई दिल्ली, 20 फरवरी, 2009

क्र.आ. 661.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 345/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/242/1999-आई आर (सीएम- II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 20th February, 2009

S.O. 661.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 345/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SECL and their workman, which was received by the Central Government on 20-02-2009.

[No. L-22012/242/1999-IR.(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

No. CGIT/LC/R/345/99

Presiding Officer : Shri C. M. Singh

The General Secretary,
Lal Zenda Mazdoor Union, (AITUC)
Burgess School Compound,
Bilaspur (MP)
Bilaspur

.... Workman/Union

Versus

The Sub Area Manager,
Manikpur Colliery,
South Eastern Coalfields Ltd.,
Distt. Korba (MP)
Korba (MP)

....Management

AWARD

Passed on this 9th day of February, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/242/99/IR (CM-II) dated 22-11-99 has referred the following dispute for adjudication by this tribunal :—

“Whether the demand of the Lal Zenda Mazdoor Union (AITUC) for creation of Promotional Channel for Pitman/Sr. Pitman on the line of clerical cadre in Coal Industry is justified? If so, what should be the modalities thereof?”

2. Vide Order dated 18-9-07 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workmen/Union. No statement of claim has been filed on behalf of workmen/Union.
3. The case of the management in brief is as follows. That no cadre scheme was formulated under NCWA for promotion of Sr. Pitman. However the employees working on the post of Pitman are promoted to the post of Sr. Pitman on the basis of circular issued in the year 1972. Accordingly 50% of the existed Pitman were promoted to Sr. Pitmen at SECL, Korba Area. The cadre scheme for Pitman grade cannot be formulated and incorporated in NCWA either by the Area Manager or the management of SECL. This being a central issue affecting All India Level of CIL, the same will have to be raised and settled by the Coal India. In the absence of any cadre scheme in NCWA, the claim of the Union could not be considered. It is pleaded that the Union's case has no merit.
4. The management in order to prove their case filed affidavit of Shri A. Adhikari, the then working as Personal Manager in Manikpur colliery.
5. I have heard Shri A. K. Shashi, Advocate for the management and I have very carefully gone through the evidence on record.
6. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of management's witness Shri A. Adhikari. Therefore the reference is liable to be answered in favour of the management and against the workmen/Union without any orders as to costs.

7. In view of the above, the reference is answered in favour of the management and against the workmen/Union without any orders as to costs holding that the demand of the Lal Zenda Mazdoor Union (AITUC) for creation of Promotional Channel for Pitman/Sr. Pitman on the line of clerical cadre in Coal Industry is not justified and consequently the workmen/Union are not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 20 फरवरी, 2009

का.आ. 662.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ग्राम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 21/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/128/2003-आई आर (सीएम- II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 20th February, 2009

S.O. 662.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 21/2004) of the Central Government Industrial Tribunal-cum- Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Rajendra and Navgaon Sub Area of SECL, and their workmen, received by the Central Government on 20-02-2009.

[No. L-22012/128/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/21/04

Presiding Officer : Shri C. M. SINGH

The Secretary,
MPKMS (HMS), Sohagpur Area,
P. O. Dhanpuri, Shahdol

....Workman/Union

Versus

The Sub Area Manager,
Rajendra and Navgaon Sub Area of
SECL, Distt. Shahdol, Shahdol.

....Management

AWARD

Passed on this 9th day of February, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/128/2003-IR (CM-II) dated 25-2-04 has referred the following dispute for adjudication by this tribunal :—
“Whether the action of the management of SECL, Navgaon Underground Mines of Sohagpur Area in not regularising the services of Shri Mani Shankar Tiwari, General Mazdoor Cat-I as SDL Operator, Group C since February 1999 is legal and justified? If not, to what relief the said workman is entitled?”
2. Vide Order dated 18-11-06 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against the workman/Union. No statement of claim has been filed on behalf of workman/Union.
3. The case of the management in brief is as follows: That the workman was initially appointed as General Mazdoor Category-I in Rajendra Navgaon Mine w.e.f. 21-9-99. Subsequently he was regularized as cable man. The workman has worked on SDL machine as cable man. He was permitted to learn the work of SDL Operator. Because of this, the workman cannot claim promotion to the post of SDL operator. The category of cable man as well as category of SDL/LSD Operator are different categories. Both the categories have different cadre scheme. The workman being employed as cable man cannot claim promotion of SDL Operator. He was never selected for the post of SDL Operator. Therefore he cannot claim promotion to the said post. It is pleaded that the case of the workman has no merit.
4. The management in order to prove their case filed affidavit of their witness Shri B. N. Prasad, then working as Dy. Chief Personal Manager.
5. I have heard Shri A. K. Shashi, Advocate for the management. I have very carefully gone through the evidence on record.
6. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of management's witness Shri B. N. Prasad. Therefore, the reference deserves to be decided in favour of management and against the workman without any orders as to costs.
7. In view of the above, the reference is answered in favour of the management and against the workman/Union without any orders as to costs holding that the action of the management of

SECL, Navgaon Underground Mines of Sohagpur Area in not regularising the services of Shri Mani Shankar Tiwari, General Mazdoor Cat-I as SDL Operator, Group C since February, 1999 is legal and justified and consequently, the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 20 फरवरी, 2009

का.अ. 663.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. ई. सी. एल. के प्रबंधन के संबंध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय प्रकार औद्योगिक अधिकरण, जबलपुर के पंचाट (सदस्य संख्या 61/2004) को प्रकटित करती है, जो केन्द्रीय सरकार को 20-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/196/2003-आई आर (सीएम- II)]

अजय कुमार गौर, डेस्क अधिकारी

New Delhi, the 20th February, 2009

S.O. 663.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of South Eastern Coalfields Ltd., and their workmen, received by the Central Government on 20-02-2009.

[No. L-22012/196/2003-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR

No. CGIT/LC/R-61/04

Presiding Officer : Shri C. M. Singh

Shri Narmada Mishra,
S/o Sh. Teejram Mishra,
R/o Village Sahimudi,
P.O. Gopalpur,
Distt. Korea (CG)

....Workman/Union

Versus

The Chief General Manager,
Bailkuntpur Area of South Eastern Coalfields Ltd.
P.O. Bailkuntpur Distt. Korea (CG),
Korea (Chhattisgarh)

....Management

AWARD

Passed on this 9th day of February, 2009

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/196/2003-IR (CM-II) dated 11-5-04 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of SECL, Baikunthpur Area in terminating the services of Sh. Narmada Mishra, General Mazdoor w.e.f. 22/23-10-97 is legal and justified? If not, to what relief he is entitled to?”

2. Vide Order dated 17-8-05 passed on the ordersheet of this reference proceeding, the reference proceeded ex parte against workman. No statement of claim has been filed on behalf of workman.
3. The case of the management in brief is as follows: That workman Shri Narmada Mishra was appointed as General Mazdoor Category-I vide offer of appointment order dated 18-5-96 with specific terms and conditions incorporated therein and in addition to standing orders and provisions of NCWA. Owing to the procedure, the ITI Certificate of workman was sent to the Directorate, Employment and Training, MP for verification, from where it was confirmed by the Authority that the said certificate is fake and fabricated. The matter was immediately reported to the Local Police. In the light of conditions laid down in the appointment letter, the services of the workman was terminated. The workman has no case.
4. The management in order to prove their case examined Lady Officer Mamta Toppo who was then posted as Sr. Personal Officer.
5. I have heard Shri A. K. Shashi, Advocate for the management. I have very carefully gone through the evidence on record.
6. The case of the management is fully established and proved from the uncontroverted and unchallenged affidavit of Lady, Officer Mamta Toppo. Consequently, the reference deserves to be answered in favour of the management and against the workman without any orders as to costs.
7. In view of the above, the reference is answered in favour of the management and against the workmen Shri Narmada Mishra without any orders as to costs holding that the action of management SECL, Baikunthpur Area in terminating the services of Sh. Narmada Mishra, General Mazdoor w.e.f. 22/23-10-97 is legal and justified and consequently, the workman is not entitled to any relief.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 20 फरवरी, 2009

का.आ. 664.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार एवं एस. ई. सी. एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 129/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-02-2009 को प्राप्त हुआ था।

[सं. एल-22012/230/2001-आई आर (सीएम- II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 20th February, 2009

S.O. 664.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 129/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Baikunthpur Area of SECL, and their workmen, received by the Central Government on 20-02-2009.

[No. L-22012/230/2001-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LC/R/129/02

Presiding Officer : Shri C. M. Singh

Shri Ganga Prasad Tripathi,
Village Godhar Railway Station,
PO: Rewa, Rewa (MP)

.... Workman/Union

Versus

The Chief General Manager,
Baikunthpur Area of SECL,
P.O. Baikunthpur, Korea (Chhattisgarh)Management

AWARD

Passed on this 5-2-2009

1. The Government of India, Ministry of Labour vide its Notification No. L-22012/230/2001-IR (CM-II) dated 6-9-2002 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Chief General Manager, Baikunthpur Area of SECL, At/PO Baikunthpur, Distt. Korea (Chhattisgarh) in terminating the services of Sh. Ganga Prasad Tripathi, Clerk Grade I of Baikunthpur Area is legal and justified? If not, to what relief the concerned workman is entitled for?”

2. The case of the workman is that he has not committed misconduct as alleged by the management and his termination from service without holding an enquiry is illegal and bad in law.

3. The case of the management is that while working in Hasdeo Area, the workman was chargesheeted for misconduct for mitigating illegal strike that is blockage of Mines Road, Stone throwing. That thereafter he was dismissed from service vide orders dated 30-8-96. That there after the workman preferred an appeal, a settlement was arrived between the workman and the management vide settlement dated 16-12-97. That the said settlement contains a clause No. 5(c) which says, if any misconduct is committed by the workman, his services shall be terminated without any notice. That again the workman was served with a showcause notice issued by Sub Area Manager vide letter dated 15-11-99 to which the workman gave a reply on 18-11-99 denying the allegations made by the management. Thereafter the management dismissed the services of the workman in terms of settlement dated 16-12-97 vide order dated 19-11-99.

4. Vide order dated 14-2-2005, this Tribunal framed following issue for disposal of this case :—

"Whether prior to the termination order passed against the workman by the management, a legal and just DE was needed to be held? If not so, or if so, its effect?"

5. The management examined following witnesses in support of their case :—

- a. Shri V.Narayan Umni
- b. Shri Dharmajan Panicker
- c. Shri Sarifa Ram &
- d. Shri Dinesh Sharma

I have heard Shri A.K. Shashi, Advocate for the management and Shri R.C. Shrivastava, Advocate for the workman. I have very carefully gone through the evidence on record. Besides the above, both the parties have submitted the written arguments.

6. After critical analysis of witnesses examined by the management, none of the witnesses could prove the alleged misconduct committed by the workman though the burden of proof lies on the management. The workman placed reliance on a judgement reported in AIR 1994-SC-1805. I have very carefully gone through the law cited above. There is no iota of evidence which may prove the alleged misconduct committed by the workman. The management has failed to prove the alleged misconduct committed by the workman. Since the management has not been able to prove the misconduct and discharge its burden, the examination of the concerned workman is not necessary.

7. Only on the basis of the settlement reached between the workman and the management earlier that he will not conduct any misconduct in the future, the services of the workman cannot be terminated without holding a legal and just DE against him according to law. In this case, no such enquiry was held against the workman before the termination order was passed against him. I am of the

considered opinion that the termination order is void-ab-initio. Its effect is that the workman is entitled to be reinstated in service. So far as the payment of back wages and other benefits is concerned, he shall not be entitled to back wages during the intervening period of his termination and reinstatement.

8. In view of the above, the reference is answered in favour of the workman Shri Ganga Prasad Tiwari and against the management with costs holding that the action of the Chief General Manager, Baikunthpur Area of SECL, At/PO Baikunthpur, Distt Korea (Chhattisgarh) in terminating the services of Sh. Ganga Prasad Tripathi, clerk Grade I of Baikunthpur Area is not legal and is unjustified. The workman is entitled to the relief of reinstatement of service without back wages.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 18 फरवरी, 2009

का.आ. 665.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिण्डिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट (संदर्भ संख्या 55/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-02-2009 को प्राप्त हुआ था।

[सं. एल-12012/199/2001-आई आर (बी- II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 665.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55/2002) of the Central Government Industrial Tribunal-cum-Labour Court No 1, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank, and their workmen, received by the Central Government on 18-02-2009.

[No. L-12012/199/2001-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case No. LD. 55/2002

Shri Rajesh Asar,
Ex-Clerk, Naveen Colony,
Naraingarh (Haryana)

....Applicant

Versus

The Asstt. General Manager,
Syndicate Bank, Zonal Office,
6-Bhagwan Dass Road,
New Delhi-110001

s....Respondent

APPEARANCES

For the workman : Sri O. P. Batra
 For the management : Sri Vipin Mahajan

AWARD

Passed on 12-1-2009

Government of India vide notification No. L-12012/199/2001-IR(B-II), dated: 11-3-2002 referred the following industrial dispute for adjudication to this Tribunal :—

"Whether the action of the management of Syndicate Bank in ordering compulsory retirement from services of Shri Rajesh Asar Ex-Clerk is just and legal? If not, what relief the workman is entitled to and from which date?"

I have gone through the pleadings of parties. The crux of the matter is that the workman was charge sheeted on 24-1-98 and 25-3-98 for issuing cheques from his saving bank account to the private parties/firms without having sufficient credit balance. The workman replied both of the charge sheets. Considering the nature of misconduct, management vide letter no. ZOD/IRC/CS613/SCN: W.02/99, dated 3-2-99 proposed to bring the misconduct of the workman under Clause 19.12(e)(i) of the bipartite settlement by proposing the punishment of warning for each of the gross misconduct with the condition that this offer of punishment of warning will be valid if the workman admit the misconduct within 10 days from the date of receipt of this letter.

Workman failed to, respond within 10 days, thereafter, one more charge sheet was given to the workman on 15-4-98 for two counts, firstly that on 11-2-99 the workman left the office premises during office hours without permission, and secondly; he make his unauthorized absent without handing over the cash of Rs. 274 and usual postal stamps of Rs. 31.

It is also important to mention that for above mentioned alleged misconduct, the workman, was suspended on 12-2-99 and suspension letter was served upon him on 13-2-99 when he resumed the office

It is the contention of the workman that on 11-2-99 he fall sick and left the office with the permission of Shri Mohinder Pal an Officer of the bank. He has also alleged that the locks and keys of his drawer were not working properly, hence, he kept cash of Rs. 274 and usual postal stamps of Rs. 31 in almirah well within the premises of the bank and handed over the same in the forenoon of 13-2-99 when he resumed the office.

Enquiry officer conducted the enquiry. Proper opportunity to both of the parties, namely management and the workman, was given. Detailed report was filed by the enquiry officer proving all the charges leveled against the workman. It was specifically mentioned by the enquiry officer in the enquiry report that workman has admitted his misconduct on charge sheets dated 24-1-98 and 25-3-98,

on the assurance of the management of bank for punishment of warning. But as the reply of the letter proposing the punishment of warning was given very late, it will be open to the disciplinary authority to award any punishment as per the bipartite settlement. On the other hand, on charge sheet dated 15-4-99, it was held by the enquiry officer that the workman left the bank premises without handed over cash of Rs. 274/- and postal stamps of Rs. 31 which amounted to temporary misappropriation.

Disciplinary authority, after affording the opportunity of being heard by detailed order inflicted three punishments as follows :—

- (1) For charge sheet dated 24-1-98, the basic pay of Shri Rajesh Kumar Asar was reduced by one stage in the scale of pay, for a period of one year.
- (2) For the charge sheet dated 21-1-98, the basic pay of Shri Rajesh Kumar Asar was reduced by one stage in the scale of pay for a period of one year, and
- (3) For the gross misconduct of charge sheet dated 15-4-99, Shri Rajesh Kumar Asar was compulsory retired from the services of the bank with immediate effect.

It was also ordered by the disciplinary authority that above punishments will run separately and the period of suspension of Shri Rajesh Kumar Asar was to be treated as not in service and he was held not to be eligible for any pay and allowances except for the subsistence allowance paid to him.

The workman preferred, an appeal which was dismissed by the appellate authority.

No doubt, the reference in question is regarding the compulsory retirement of the workman from the services and not for another punishment, but as all the punishments are based on the enquiry report dated 1-11-99, it will be proper to discuss the entire enquiry report and the punishments awarded to the workman. Judicial propriety requires it that all the grievances of the workman against the management of the bank be redressed. It is within the competency of the Tribunal as well.

I am separately dealing with all the charge-sheets while answering this reference.

For charge-sheets dated 24-1-98 to 25-3-98, there has been no enquiry conducted by enquiry officer and it was held in the enquiry report that charges are proved on the basis of admissions of the workman. The disciplinary authority just on the basis of this finding, awarded the punishment other than the proposed punishment of warning. On both of these charge sheets dated 24-1-98 and 25-3-98, disciplinary authority, vide letter no. ZOD/IRC/CS613/SCN.W.02/99, dated 3-2-99 informed the workman that his misconduct is proposed to be converted under clause 19.12(e)(i) of the bipartite settlement with the proposed

punishment of warning, if he preferred to admit the misconduct within 10 days from the date of receiving of this letter. The workman failed to accept this punishment by admitting the misconduct within 10 days, but he admitted it later during the enquiry proceedings. His admission was conditional on the basis of proposed punishment of warning. If the enquiry officer was not satisfied on conditional apology on proposed punishment of warning, he should have conducted a full-fledged enquiry against the workman. The enquiry officer and the disciplinary authority cannot be elective treating one part of the admission valid and ignoring the condition attach to it. The admission letter is to be considered as a whole. Thus, on these two charge sheets the workman was punished without enquiry which is against the principle of natural justice and the punishment given by the disciplinary authority cannot stand. If the enquiry officer was not satisfied with the proposed conditional admission on proposed punishment of warning, he should have not considered the admission letter and was duty bound to hold a full-fledged enquiry.

So far as the finding of enquiry officer on another charge sheet dated 15-4-99 is concern, I am of the view that material irregularity has been committed by the enquiry officer and the disciplinary authority by proving the temporary misappropriation of Rs. 274 and usual postal stamps of Rs. 31 by the workman from 11-2-99 to 13-2-99. I have gone through the entire materials on record and on the following grounds the punishment of compulsory retirement is not sustainable.

- (1) From the evidence of Shri Mohinder Pal, an officer of the bank, it is evident and proved that the workman left the premises of the bank with due permission of his senior. So his absence from the bank cannot be treated as unauthorized.
- (2) It is also proved by MW1 that keys and locks of the drawer of the workman in which he was supposed to kept Rs. 274 and postal stamps of Rs. 31 were not in order. It was admitted by MW1 that when he surprisingly inspected the drawer of the workman the keys and locks were not in order.
- (3) The submission of the workman was wrongfully overlooked by the enquiry officer that he kept Rs. 274 and postal stamps of Rs. 31 in almirah within the premises of the bank and the same were handed over to the bank authorities in the forenoon of 13-2-99 when he resumed his office.
- (4) The enquiry officer just on whimsical grounds has held that workman has misappropriated Rs. 274 and postal stamps of Rs. 31 temporarily. He has justified his contention

on the ground that workman has not proved that he kept Rs. 274 and postal stamps of Rs. 31 in almirah within the bank premises. It was the duty of the management of the bank to prove that workman temporarily misappropriated Rs. 274 and postal stamps of Rs. 31 and this burden of the management cannot be assisted by the fact that workman failed to prove that he kept Rs. 274 and postal stamps of Rs. 31 in almirah within the bank premises. It was duty of the management to prove this fact independently and it should not have any nexus with the contention of the workman that he kept Rs. 274/- and postal stamps of Rs. 31 in almirah within the bank premises.

- (5) It is also, proved by the evidence of the management that on 13-2-99 he handed over both of the articles on the direction of the officer-in-charge immediately.

Thus, on the basis of the above observations, I am unable to trace out even iota of evidence that workman misappropriated temporarily any amount and stamps of the bank. The enquiry officer has also tried to justify his contention that the workman has not reported to the officer-in-charge for defects in locks and keys of his drawer. It is another issue and cannot be linked with the alleged temporary misappropriation of the amount; and it is not such a fact which proved the temporary misappropriation of the money by the workman.

Disciplinary Authority while awarding the punishment has mentioned several previous instances in which minor punishments were awarded to the workman. On perusal of detailed order of disciplinary authority, it is evident that more emphasis has been given to the previous misconduct rather on present act of the workman. It was not the fair and justified approach. Punishment awarded should be proportionate to the present misconduct. Previous misconduct can only guided the punishing authority but cannot be the base, for awarding punishments for future acts.

Thus, the punishment of compulsory retirement given to the workman is not fair, just and proper. Accordingly, enquiry report and the punishment awarded to the workman is hereby set aside. The management of bank is directed to reinstate the workman with full back-wages and continuity of service with immediate effect. However, it is made clear that on charge-sheets dated 24-1-98 and 25-3-98, if the management is not satisfied with the conditional admission on proposed punishment of warning, it will be open for the management to conduct a departmental enquiry as per the rules of the bank.

Accordingly, the reference is answered. Central Government be informed. Thereafter, file be consigned.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 18 फरवरी, 2009

का.आ. 666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केस्ट्रोल इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई के पंचाट (संदर्भ संख्या 2/17/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-02-2009 को प्राप्त हुआ था।

[सं. एल-39011/2/2003-आई आर (बी- II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 666.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.2/17/2004) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of M/s Castrol India Ltd., and their workmen, received by the Central Government on 18-02-2009.

[No. L-39011/2/2003-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.2, MUMBAI

Present: Shri A.A. LAD, Presiding Officer

Ref. No. CGIT-2/17 of 2004

Employers in Relation to the Management of
M/s. Castrol India Limited

The Head Employee Relations,
M/s. CASTROL India Ltd.,
Technopolis Knowledge Park,
P.O. Box No. 19411, Mahakali
Caves Road, Chakala, Andheri (East),
Mumbai

... First Party

V/s.

Their Workmen

The Secretary,
Mumbai Port Trust Dock & General
Employees' Union, Port Trust
Kamgar Sadan, Mazgaon,
Mumbai-400 010.

... Second Party

APPEARANCE

For the Employer: Mr. G. L. Govil, Advocate
For the Workmen: Mrs. Gayatri Singh, Advocate

Date of reserving the Award: 26-12-2008

Date of passing the Award: 2-1-2009.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

1. The Government of India, Ministry of Labour by its Order No. 39011/2/2003-IR(B-II) dated 31st March, 2004 in exercise of the Powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Coastal India Ltd. in closing down their establishment at white House, Walkeshwar, Mumbai and not providing the employment to the 14 regular workmen viz. S/Shri S.R. Banavadikar and 13 others (list annexed) at any other place of their business is legal and justified? If not, what relief these 14 workmen are entitled to?"

2. Claim Statement is filed by General Secretary of the Secretary of the Union at Exhibit 6 making out the case that the concerned workman, whose list is enclosed with the Statement of Claim at Annexure-I, were working with the 1st Party for last many years. They are designated as Peons, Watchmen, Pantry Boy and Senior Clerks. The Details of employment of the Concerned employees working as permanent employees in the employment of the 1st Party are also mentioned in Annexure-I annexed with Statement of claim.

3. 2nd Party further submitted that, all these employees were working as permanent employees in the employment of the 1st Party. It further submitted that, on or about December, 2002 the 1st party started its new office at Andheri and have shifted 250 employees working in different branches at Walkeshwar, Worli, Tardeo and Nariman Point throughout the city of Mumbai to its newly acquired Andheri office and all the employees who were working along with the concerned workmen are shifted to the said Andheri office. It is contended by the Union that, however, the concerned workmen were not shifted to the said Andheri office and were kept idle at their work place at Walkeshwar. It is further submitted by the Union that, the employees were given the option to accept transfer or they were asked to take the Voluntary Retirement Scheme. However, the concerned workmen were not given any such option of working at Andheri office and left with no option but to take voluntary retirement. It is submitted that, the 1st Party was after these employees asking them to accept the Voluntary Retirement Scheme and the employees were pressurized by the 1st Party either to opt for the Voluntary Retirement Scheme or to give resignation. It is further submitted by the Union that, though the 1st Party is not offering work to these employees, so far they are making payment of the salary to these employees but no work is being provided to these employees. Union further submitted that the 1st Party is having sufficient work to

provide to the concerned employees but inspite thereof 1st Party is not providing any work to these concerned employees. Union further submitted that, the 1st Party is engaging employees through contractors at its Andheri office for doing the work which was being done by the workmen concerned in their Walkeshwar/Worli office and 1st Party is engaging the services of the contractual employees through one New Industrial Security Agencies Pvt. Ltd. and M/s. C.B. Richard Ellis. Union further submitted that, the work of Peons, Watchmen and Clerks is available but the 1st party is not providing the same to the concerned workmen though 1st Party has engaged 26 employees to do the work of Securities, Peons and Clerks through the contractors at Andheri and that, the 1st Party is also engaging the Securities through the Contractors at its Patalganga Factory and Wadala Factory. Union submitted that, all the work force doing the work of Security at Patalganga is employed through contractor whereas some employees are employed at Wadala through the contractors. Union submitted that, there is sufficient work for providing the same to the concerned workmen but since 1st Party is interested in getting rid of the employment of these employees, they are not providing the same to the concerned workmen. Union reiterated that, the employees concerned in the present reference were working along with the other employees whose services are shifted from Walkeshwar and other branches to Andheri. Union further submitted that, the 1st Party is manufacturing various products-oils and lubricants used for running automobiles and other machines. Union further submitted that, their office at Walkeshwar was doing the work as Head office and all the work of correspondence etc. in respect of the Factories of the 1st Party is being done from the Head office. Union submitted that, on 2nd January, 2003 a notice for closing the establishment situated at Walkeshwar was given by the 1st Party Company to the Senior Inspector, Shops & Establishments "D" Ward, Nana Chowk mentioning that:

"We have now closed our office located at 'White House', 91, Walkeshwar Road, Mumbai 400 006 and shifted to the new Premises at Technopolis, Knowledge Park, Chakala, Mahakali Caves Road, Andheri (East), Mumbai 400 093."

It is further submitted by the Union that, it raised a demand for providing work to the employees and the said notice was brought to the knowledge of the Conciliation Officer. In reply to the said dispute raised by the Union on behalf of the employees concerned, the Management of the 1st Party mentioned that, they have no work to provide to these employees and came out with the explanation that now it is not possible for it to give the work to the employees. However, 1st Party admitted that, outside agency is being engaged and the work is out sourced by it. Union further submitted that, the 1st Party is in fact trying to retrench the services of these employees by

giving the excuse that they have no work for the workmen concerned in the present reference. Union further submitted that 1st Party is employing more than 100 employees for the purpose of carrying out its activities. It is further submitted by the Union that, it was necessary and binding on the 1st Party to take permission from the appropriate Government before taking any action either of closing down the establishment or retrenching the services of the employees and it was under legal obligation of complying with the provisions of Section 25-O and 25-N of the Industrial Disputes Act, 1947. Union submitted that, 1st Party has not taken any such permission before sending the letter of closing of the establishment. Union submitted that, when the issues were raised by it on behalf of the concerned workmen, 1st Party has come out with the excuse that, the Bomb blasts in the city and with the impending "Ganpathy Festival" celebrations, the Police authorities have put Mumbai city on "high security alert" and that, the management has decided to temporarily close down its old office premises at 'White House' Walkeshwar with effect from Monday, September 1, 2003 till further notice and has mentioned that, Because of the said fact the 14 staff members need not report for duty and they will continue to get their normal applicable wages nor it will affect their normal service conditions of the employees. Union further submitted that, inspite of all these facts, the fact remains that, the employees are not provided with the work by the 1st Party till date and the employees are kept idle. It is also submitted by the Union that, the said action on the part of the 1st Party of not providing work to the employees and keeping them idle and declaring closure by mentioning it as temporary closure, the management is victimizing the workmen concerned and pressuring them for tendering resignations and accepting Voluntary Retirement Scheme. Union further submitted that, the provisions of the Industrial Disputes Act, 1947 makes it abundantly clear, what is meant by 'closure' and the entire action of the 1st Party is illegal and is not tenable in law. It is contended by the Union that, the work of the management still exists and it has sufficient work for full time employment of the concerned workmen. It is an admitted position that, the work of the Management which was done by the workmen concerned in the present dispute has been given to the contractors under the guise of out sourcing and modernization. Union submitted that, it is an admitted fact that, the work of the Management still exist and only the place of work is changed. It is further submitted by the Union that the 1st Party has transferred some of the employees from other branches i.e. M.S. Godown to Walkeshwar and Worli to Walkeshwar and they are also not allowed to resume duty now by giving false reason of temporary closure. It is further submitted by the Union that, the Industrial companies situated at Andheri Technopolis Knowledge Park are having their own security arrangement and even the 1st party is having its own Security Guards employed through contractors.

1st Party has also engaged the employees through the contractors for doing the dispatch work. Union submitted that, the 1st Party is singling out the concerned employees by retaining them at 'White House' and not providing them work, the management of 1st party is discriminating between two sets of employees and are also changing the condition of service of the concerned employees by not providing them work and asking the employees employed through contractors to do work of these employees. It is submitted that, the entire action on the part of the 1st Party is illegal, void and amounts to breach of service conditions of the concerned employees. Union therefore prayed that, the Reference be allowed and the 1st Party be directed to provide the regular work to the employees involved in the present reference and not to force the concerned employees to accept the Voluntary Retirement Scheme or to tender resignation from the employment of the 1st Party, with further directions to 1st party not to change the service conditions of the employees concerned existing from the date of Reference till disposal and to declare that the action of closure termed as temporary closure by the 1st Party is illegal and direct the 1st Party to withdraw their Notice of closure dated September 01, 2003 and provide employment to the concerned workmen.

5. This is disputed by the 1st Party by filing written statement at Exhibit 7 referring to some material facts and contending that, the 1st Party is a public limited Company engaged in the manufacture and sale of lubricant oils and owns and controls five factories located at Ballabgard (Delhi), Paharpur (Near Calcutta), Tondiarpet (Chennai), Patalganga (near Mumbai) and Soilvassa Union Territory of Dadra and Nagar Haveli and three registered offices at Northern Region Office at New Delhi, Eastern Region Office at Calcutta and Southern Region office at Chennai and had its Registered and Corporate Office at White House, Walkeshwar Road, Mumbai in which about 160 employees including Management staff were working at the said premises as well as its other three offices located at Mumbai at Nariman Point, Tardeo and Worli. It has also a technology center at Wadala in Mumbai. It contended that, it took on lease new office premises to house all its four offices of Mumbai at one location in "Technopolis Knowledge Park, Andheri (East), Mumbai", Visualizing that, some employees at the White House and its other offices in Mumbai may not be gainfully employed once all the four offices get integrated at one new location at Technopolis Knowledge Park at Andheri (East), it announced Voluntary Retirement Scheme (VRS) covering both Management and non-management staff from 30-10-2002 for a limited period of one month by offering liberal compensation upto Rs.7 lakhs. Under the said Scheme, 29 Management staff and 7 non-management staff opted for voluntary retirement. Out of the seven Non-management staff who opted for voluntary retirement, 4

staff members were from White House and the rest 3 staff members from Western Region Mumbai office at Commerce Centre.

6. 1st party further contended that, accordingly these 4 offices, along with the staff, shifted in a phased manner between December, 2002 and February 2003 to the new location at Andheri and as a result thereof the entire operations carried out at these offices also shifted to the new premises and all the employees excepting 14 employees at White House (who could not be gainfully employed) were also shifted to the new premises. It is further contended by the 1st Party that, shifting of the business operations from the said four office premises did not result in the closure of the business of the Company but only in shifting its business operations to the said newly acquire premises at "Technopolis Knowledge Park at Andheri (East)". It submitted that, however it could not shift its 14 workmen from its Registered and Corporate office at White House for the aforesaid reasons in respect of whom Reference has been made, those 14 workmen comprise 6 Security Guards, 5 Peons, 1 Pantry boy and 2 Clerks.

7. 1st Party further contended that, new office premises at "Technopolis knowledge Park at Andheri (East)" is an ultra-modern multi-storeyed commercial complex housing commercial offices of other companies is managed by a Housing Society formed by the various companies occupying the premises including the 1st Party Company, Central Security Services have been provided by the Housing Society for the entire building which has obviated the substantial need for the individual companies for engaging separate security personnel. The said security services are provided by a highly trained and experienced agency by engaging competent security personnel to take care of security services of the building. 1st Party further contended that, however, one of the security agencies which had been engaged by the 1st Party for providing security at its Vaswani Chambers, Worli much before that office was shifted to Andheri deployed a skelton of four/ five security personnel at the new office from November, 2002 when the new premises were being furnished to safeguard the materials/equipment of the 1st Party. These personnel are specially trained and experienced in providing specialized security services inside the Company's premises at Technopolis Park. 1st Party submitted that, the requirements of the said security personnel may further come down to one/two persons once the 'ACCESS CONTROL SYSTEM' which monitor entry and exit of only authorised persons gets stabilized and becomes fully functional at the said premises. In view of the said factual position the 1st Party has not been able to gainfully utilize the services of six watchmen working at its said new premise, however these security personnel have not been put to any monetary loss as they continue to be paid their normal wages.

9. 1st Party further submitted that, there are 5 Peons and one Pantry boy who were working at its old office at Walkeshwar. The work of the said peons comprised carrying papers from one desk to another in the same premises, filing papers, carrying cheques for signatures of Managers etc. After shifting of the office to the new premises, the need for carrying papers from one table to another by peons has been completely obviated in view of the 1st Party having provided pigeon holes in the new office premises where each Executive is expected to place the relevant papers/envelopes in the relevant pigeon holes of the concerned department and the concerned Executive of each of these departments are required to pick up the mails from their respective pigeon-holes at periodic intervals during their duty hours and the filing of papers is done by the concerned Executive or his Secretary. 1st Party also contended that, then need for Peons to serve coffee/tea has also been obviated as the Company has provided adequate number of coffee/tea vending machines and drinking water dispensers at different locations in the new office premises and the concerned Executive in the new premises and the concerned executives use the vending machines/dispensers to get coffee/tea and water on his own. Filing work is also done by the Secretary of the concerned employee. Thus the need for providing 5 Peons and 1 Pantry boy at the new office premises has been eliminated. 1st Party submitted that the said work which was earlier performed by the Peons/Pantry boys to be unproductive and non value added, no contract labour has been engaged by the 1st Party for the said work at its new premises.

10. 1st Party further submitted that, two Clerks viz. S.R. Banvadikar and Mr. Sushil Padwal, from its old office premises could not be transferred to the new premises since Mr. Banvadikar was principally engaged on work relating to imported materials at the port terminals. Mr. Banvadikar's job was to co ordinate with the Bankers and obtain certified copies of the documents of imported materials. However, the said work which was handled by him does not exist now as the Bankers themselves arrange for the despatch of the imported documents directly to it and the demand drafts are prepared based on an electronic system and therefore the need by the 1st Party to undertake the said work has been obviated completely. So far another Clerk Mr. Sushil Padwal is concerned he was attending the work relating to the dispatch of inward and outward mails. It is contended by the 1st Party that, the same agency viz. M/s. Avon Solutions Ltd. which had been engaged and had been handling similar work at its office at Vawani Chambers, Worli before the said office was shifted to the new premises continues to handle the said work by the same person of the 1st Party's new office at Andheri. 1st Party submits that, therefore, it has not engaged any new agency for doing the said work. It is contended by the 1st Party that, Agency M/s. Avon Solutions Ltd. has experience in

handling much larger volumes of incoming and outgoing mails and also provides the necessary Management Information reports (MI Reports) and the personnel who had been engaged by the said Agency for performing the said work were found to be of superior caliber and possessing higher efficiency in their work hence 1st Party has not engaged any new agency or any new personnel through that Agency for doing the said work.

11. 1st Party further submitted that, the 2nd Party Union by its letter dated 19th December, 2002 addressed to the Assistant Labour Commissioner (Central) raised a dispute alleging that, instead of giving work to the said 14 regular workmen, 1st Party had employed contract labour in their place to its changed place of business at Andheri where these concerned 14 workmen are ready and willing for their posting and has alleged that, it is in violation of Section 9-A the Industrial Disputes Act, 1947 and the said dispute was admitted by the Assistant Labour Commissioner (Central) by his letter dated 13/20th January, 2003 for Conciliation.

12. 1st Party further submitted that, since the said 14 concerned workmen could not be gainfully employed at the new office premises they continued to report for recording their attendance at White House i.e. at their old office premises where however no work was available to them no any gainful employment could be offered to them, however, they continued to get their normal wages. 1st Party submitted that, though both the parties made several efforts under bipartite as well as tripartite for resolving the said dispute raised by the Union on behalf of the workmen but unfortunately the matter could not be resolved. 1st Party further submitted that, while the dispute was pending before the Conciliation Officer Union filed Writ Petition No.2710 of 2003 before the Hon'ble Bombay High Court which was disposed off on 4th March, 2004 directing Central Government (Respondents No.2 & 3 therein) to consider the failure report submitted by the Conciliator and take a decision within a period of two weeks from the date of the order about making a reference demands raised by 14 concerned workmen, till the time Central Government takes a decision 1st Party (Respondent No.1) shall not terminate the services of the concerned workmen, in view of the statement made by Mr. Cama, Learned Counsel appearing for 1st Party (Respondent No.1) no directions were issued with regard to the premises at Walkeshwar and protection against termination of services granted to the workmen in question shall continue till the decision of the Central Government communicated to the Petitioner Union and a period of four weeks thereafter to enable the petitioner Union to make appropriate application to the concerned Court Tribunal to which Reference, if any, is made or to adopt other appropriate proceedings.

13. 1st Party further contended that, the Central Government, Ministry Labour, thereafter by its order dated

31st March, 2004 made the present Reference to this Tribunal for adjudication.

14. In view of the aforesaid facts and submissions, 1st Party submitted that, it has not closed down its establishment at White House, Walkeshwar but has merely shifted it to the new premises at "Technopolis Knowledge Park at Andheri (East)" at which the Company has secured much bigger accommodation to house all its four offices in Mumbai at one location with a view to integrate its operations to achieve better efficiency and economy. 1st Party submitted that, it is not in a position to gainfully utilize the services of any of the 14 concerned workmen for the reasons stated hereinabove. 1st Party further contended that, has been making earnest efforts to find out a mutually acceptable solution to this problem which meets the requirements of the concerned workmen as well as of the 1st Party, however, in the meanwhile all the 14 concerned workmen have been getting their normal wages since the 1st Party shifted its business operations from White House to the new location at Andheri.

15. 1st Party submitted that, 14 concerned workmen whose details have been submitted by the 2nd Party belong to the categories of Peons, Watchmen, Pantry boy and senior clerk, however, the description of their duties as mentioned in the annexure attached with the statement of claim is not fully admitted by it. 1st Party submitted that, the employees at Serial No. 1 and 2 were doing clerical work and employees at Serial No. 3, 4, 5, 6 and 7 were working as Peons though their nature of work described in the Annexure attached with the Statement of Claim is not fully correct, employees at Serial No. 8 is a Pantry boy and those at Serial No. 9 to 14 are Watchmen and their nature of duties as stated are by and large correct. 1st Party admitted that, the concerned 14 workmen are its permanent employees. 1st Party denies that in or about December, 2002, 250 employees working at their Corporate Office in White House and its other offices at Worli, Tardeo, and Nariman Point were shifted to the centrally acquired office at Andheri (East). It submitted that, all the employees working in the said office except said concerned 14 employees were shifted to its new premises at Technopolis Knowledge Park at Andheri where its business operations have been shifted between December, 2002 to February, 2003 for the aforesaid reasons and though the said employees were kept idle at White House after shifting of the office they continued to get their normal wages.

16. 1st Party further submitted that, the said 14 concerned workmen were found to be surplus to its requirements by the 1st Party as they could not be gainfully deployed at the new premises at Andheri. They were offered VRS and the said offer was made even after the business operations had been shifted to new premises and even during the course of the Conciliation proceedings since it could not shift these 14 concerned workmen to its Andheri

office because of its inability in finding gainful employment to them in the new premises.

17. 1st Party submitted that, while offering VRS benefits, it did not exert any pressure on anyone of them as the very nature of the said Scheme was voluntary which fact was made abundantly clear to the workmen and the Union repeatedly, while seeking their cooperation for getting the said dispute resolved to the mutual satisfaction of the parties. It party submitted that, it could not also gainfully utilize their services at any of its Plants outside Mumbai as the nature of work performed by these employees is not undertaken at other Plants. The security services at these Plants is provided by the Specialised Private Agencies. 1st Party submitted that, it could not offer work to these employees since it is not in a position to provide gainful employment to them.

18. 1st Party also denied the allegations made by the Union that, it has engaged contractor's workmen at its Andheri office for doing the work which was being done by the said 14 employees at Walkeshwar/Worli office, out of the 5 peons mentioned in Annexure-I, four were working at Walkeshwar and one Peon viz. Mohite was working at Worli office. 1st Party reiterated that, the work performed by them is not required to be done at the new office premises at Andheri and that no contractor's workmen are engaged by the 1st Party at Andheri for doing the work which was being done by the said five Peons. The New Industrial Security Agencies Pvt. Ltd. (NISA) was already engaged to provide security services at its Worli office and the said security agency continues to provide skeleton security staff at the new office premises at Andheri. 1st Party further contended that it has not engaged any new Agency for providing security services and that M/s. C.B. Richard Ellis is another agency which is proficient in providing facility management services like housekeeping, cleaning, dusting, carpet cleaning etc. which work was not performed by any of these 14 permanent workmen and therefore the Reference made by the Second Party to the said agency is totally irrelevant. 1st Party further contended that, the allegations of the Second Party that, the work of Peons, Watchmen and Clerks is available but the 1st Party is not providing the same to the concerned workmen is not correct for the reasons explained hereinabove. 1st Party also denied that it has engaged 20 employees to do the work of Security, Peons, Clerks through contractors at Andheri and it contended that this is only a figment of imagination of the 2nd Party. 1st Party contended that, while the security at its Patalganga Plant is undertaken by security agency ever since the Plant commenced its operations in 1984, the security services at Wadala Technology Centre are being managed by watchmen employed by the Company and there is no security service on contract at the said premises. 1st Party, therefore, contended that, it doesn't have sufficient work for providing the same to the concerned workmen as stated hereinabove. 1st Party also denied the

allegations made by the Union that, 1st Party is interested in getting rid of the said employees from its employment and is not providing work to the said workmen.

19. 1st Party further contended that, the nature of work performed by the said 14 workmen is not connected with any work of other offices of the manufacturing units of the 1st Party. 1st Party also denied that, the 1st party had put up a notice dated 2-1-2003 for closing the establishment at Walkeshwar and contended that, it has only issued a letter to the Senior Inspector, Shops and Establishments informing him that it had closed its office located at White House and shifted the same to the new premises at "Technopolis Knowledge Park at Andheri (East)" and had requested for cancellation of the license at the said premises and had applied for registration of the office at new premises because all the business operations at White House had shifted to the new premises and, therefore, such an intimation was required to be given to the concerned authorities and 1st Party further contended that, it did not close down its business but is continuing the said business from the new premises. 1st Party also contended that, an outside agency which has been providing a skeleton services at the new premises was the same old agency which had been rendering the said services at Worli office and that, the contentions of the Union that 1st Party is employing more than 100 employees for carrying out its activities at the new premises is not correct as the number of workmen employed at the new premises is much lower than 100. 1st Party further contended that, the contentions of the Union that it was necessary and binding on the management to take permission from the appropriate Government before taking any action either by closing down the establishment or retrenching the services of the employees is wholly misconceived. 1st Party contended that, it has neither closed down its establishment nor retrenched any employees. It has only shifted its business operations from White House to the new premises and that it does not amount to any closure of the establishment. Moreover, the inability in providing work to the 14 workmen does not amount to retrenchment as it continues to pay them their normal wages ever after its business operations have shifted to the new premises and the 1st Party was not in a position to offer gainful employment to them at the said new premises. 1st Party contended that, reference made by the 2nd Party to the provisions of Sections 25-O and 25-N of the Industrial Disputes Act, 1947 is wholly misconceived and irrelevant as the said Sections have no application to the facts of the present case. It further submitted that, a similar contention was also raised by the Union in its Writ Petition (Lodging) No.213 of 2004 before the Hon'ble High Court and the same was not taken into cognizance and no specific direction was given by the Hon'ble High Court as will be evident from its order dated 4-3-2004. The reference made to the notice dated 1-9-2003 is totally misconceived as the

intention of the 1st Party in asking the said 14 employees not to report to White Housing for marking their attendance was in their own interest and for their safety as Mumbai city was put on high security alert by the Police Authorities after the incidents of bomb blasts and the 1st Party did not want these employees to visit the said office for marking their attendance and thereby expose themselves to the apprehended risk and danger. The inability of the 1st party in providing work to the said employees has been fully explained and is for bonafide reasons and has not been causing any injustice to the said employees. 1st Party also denied that it is victimizing the said workmen and pressuring them to tender their resignations and accept VRS and that the work for these workmen still exists and it is sufficient for full time employment of the workmen concerned in the present dispute or that, the work which was done by the said workmen has been given to the contractors under the garb of out-sourcing and modernization as alleged. 1st Party further submitted that the contentions of the Union that, 1st Party transferred some employees from other branches viz. M.S. Godown to Walkeshwar and from Worli to Walkeshwar is also misconceived as the true facts have not been stated by the Union. It also pointed out that, M.S. Godown was closed down by the 1st party in 1998 and three security personnel who were found surplus as a result of the said closure were transferred to White House and the said decision was taken by the 1st Party in the interest of the employees. 1st Party denied that, it has given any false reason to temporary close down its Walkeshwar office and that, the industrial offices situated at Andheri Technopolis Knowledge Park are having their own security arrangement as alleged. 1st Party contended that Society has provided security services for the whole building. Over and above the said arrangements, insofar as the 1st Party is aware the Commercial offices located in the said premises are having a skeleton security services through specialized private security agencies. 1st Party further contended that it has only continued the services of the Security Agency at the new premises and has not engaged a new agency and it could not utilize the services of the Despatch Clerk for the reasons stated hereinabove. 1st Party also denied that, it is employing approximately 26 employees to do the work which was being done by the said 14 workmen concerned in the present dispute. It also denied that, the 1st Party has singled out any of the employees concerned by retaining them at White House, Walkeshwar and not providing them work or that, it is discriminating between two sets of employees and is changing the conditions of services of the employees as alleged. 1st Party also denied that, its action is illegal, void and amounts to breach of service conditions of the concerned employees as alleged.

20. 1st Party therefore submitted that, there is no justification or substance in the present reference and the Union is not entitled for any reliefs as sought and prayed that, the same be dismissed.

21. Union filed rejoinder at Exhibit 12 repeating the averments made by it in the Statement of Claim and denying the contentions made by the 1st Party in its Written Statement. Union contended that, from the statements made by the 1st Party clearly shows that, they are intending to make changes without giving notice of change in the service conditions of the employees. It is submitted by the Union that, the 1st Party has contended that because of the changes in the working pattern and technology work is being done more efficiently and hence the employees who were doing the work in the company who are concerned in the present reference have become unproductive and non-value added. It is submitted by the Union that, it is abundantly clear that, when 1st party is trying to make rationalisation, standardization of improvement of Plant and techniques it should not result in termination/retirement of the employees and that, the very fact that the 1st party is not allowing these employees to work and showing that they have become unproductive and non-value added and hence work cannot be provided to them itself shows that the changes are made illegally. It is stated that, 1st Party should have given notice of change and sought permission from the appropriate authority. Union submitted that, the contentions of the 1st party that, it has provided adequate number of coffee/tea vending machines and drinking water dispensers at different locations in the new office premises and the concerned Executive irrespective of the level to which he belong uses the vending machines/dispensers to get tea/coffee and water on his own shows that, the 1st Party shows that the 1st Party is making improvement in technic. Union submitted that, 1st Party is trying to rationalize, standarise and doing improvement of plant which is likely to result in retrenchment of the employees involved in the reference and the same is done without giving notice of change as per the provisions of Section 9-A of the Industrial Disputes Act, 1947 which is illegal. Union further contended that, the 1st party has recently engaged employees through NISA i.e. New Industrial Security Agency for providing security to its office, plant and machinery hence the contentions of the 1st party that, new employees are not employed and they are continuing with the earlier contract agencies is not correct and its contentions that, they are employing 4/5 security personnel at the new office premises from November, 2002 when the new office premises were being furnished to safe-guard the materials/equipments are also false and baseless. Union submitted that, by any improvement on the part of the 1st Party should not result in retrenchment of the services of its existing employees. Union further submitted that whichever system, either 'Access Control System' or any other system, the 1st Party may try to bring it should not result in termination/retrenchment in the number of permanent employees. Union further submitted that, contentions of the 1st Party clearly show that, they are intending to reduce the number of persons employed in their occupation or process of department or shift resulting

in the termination/reduction in the number of the permanent employees which is being done without following the provisions of Section 9-A of the Industrial Disputes Act, 1947. Union further submitted that, the contentions of the 1st party that, Mr. Banvadikar and Mr. Padwal were principally employed to do the work relating to imported materials at the port terminals and to coordinate with the Bankers and obtain certified copies of the documents of imported materials and attending to work relating to the dispatch of inward and outward mails etc. is false and baseless since their appointment letters do not mention anywhere that, they are employed to do any particular nature of work but it shows that, they are employed as Clerk-cum-typist and Clerk and they were posted in the departments where the 1st Party was in need and now as per the contentions of the 1st Party it is clear that their work is being given to outside agencies like M/s. Avon Solutions Ltd. and that their personnel were found to be superior calibre and possessing higher efficiency in their work is totally false and baseless. Union submitted that during the tenure of their services they worked sincerely and no memo/warning was issued to them and now the 1st Party is making false statement that the personnel of this contract agency are found to be of superior calibre and possessing higher efficiency.

22. Union submitted that, the contentions of the 1st Party that, 5 Peons and 1 Pantry Boy were doing the working of carrying papers from one desk to another in the same premises, filing papers, carrying cheques for signature of the Managers etc. and after shifting of the office to the new premises, the need for carrying papers from one table to another by peons has been completely obviated in view of the 1st Party having provided Pigeon holes in the new office premises where each Executive is expected to place the relevant papers/envelopes in the relevant pigeon holes of the concerned department and the concerned Executives of each if these departments are required to pick up the mails from their respective pigeon holes at periodic intervals during their duty hours and the filing of papers is done by the concerned Executive or his Secretary, is also again improvement in the work proposed by the 1st Party. Union further submitted that, the Peons were not doing the work of only giving mails and filing papers. Union further submitted that, even when the mail is kept in the respective pigeon holes, there requires a person to sort the mail and keep it in the required pigeon holes which clearly shows that the work is in existence. Union submitted that, in any case such illegal change cannot result in the reduction of man power by way of retrench and that no Notice of Change is given by the 1st Party for such a change. Union further submitted that, the contentions of the 1st party that, the concerned 14 employees could not be gainfully employed at the new office premises is totally false and baseless since 1st Party has engaged employees through onractors to do the work of these employees, viz. M/s. C.B. Richard

Ellis, NISA, Avon Solutions Ltd. etc. to do the work of the permanent employees. Union submitted that, the work of permanent employees cannot be allowed to be given to the contract employees by reducing the strength of permanent employees and that too illegally without complying with the due process of law and 1st Party has effected illegal changes without complying with the provisions of law and are also reducing the strength of the permanent employees. Union further submitted that, the contentions of the 1st Party that it is making earnest efforts to find out a mutually acceptable solution is also a false and baseless statement.

23. In view of the above pleadings issues were framed at Exhibit 42 which I answer as follows:

ISSUES	FINDINGS
(i) Whether second party proves that, first party has closed its activities?	Yes, as far as Walkeshwar office is concern.
(ii) Whether notice dated 30-8-03 w.e.f. 1-9-2003 is a notice of closure?	Yes, as far as Walkeshwar office is concern.
(iii) Whether second party proves that, work is get done of workers by engaging new agencies to deprive the workers?	Yes
(iv) Does first party proves that, it just shifted business operations at Andheri (E)?	Not simply shifted business at new office but closed down activities at Walkeshwar office.
(v) Does it proves that, it cannot shift workers involved in the reference to Andheri being it ultra-modern managed by a Housing Society formed by various companies whose Central Security Services are provided by highly trained and experienced agency as well as by adopting system of pigeon hole in the new premises and providing vending machines for tea/coffee as well as taking Bankers service?	No
(vi) Whether second party is entitled to any relief?	Yes

(vii) If yes, in what form? Workmen remain in the Reference are entitled for continuation in the establishment of 1st Party at Andheri office also.

(viii) What order? As per order below.

REASONS:

ISSUE NOS. 1 & 2:

24. 2nd Party came with the case that, Workmen involved in the Reference are the members of the Mumbai Port Trust Dock & General Employees' Union. The Annexure-I with Claims Statement at Exhibit 6 is the list of Workmen who were not considered by the 1st Party while shifting its business from Walkeshwar to Andheri. Union claims that, 1st Party cannot ignore that. The case of the Union is they must be engaged on their respective posts.

25. It is stated that, during the pendency of the Reference the Workman shown at Serial No.1, S. R. Banavdikar who was working as a Sr. Clerk and workman shown at Serial No.6 Pradeep Mohite who was working as a Peon, workman shown at Sr.Nos.9 to 14 who were working as Watchmen, except Nichare, 1st Party by its applications at Exhibits 28, 30 and 34 requested to delete the names of these employees from the Reference. Since it was not objected by the Union names of i.e. workmen mentioned at Serial Nos. 1,6 and 9 to 14, except Nichar were deleted from the Reference by allowing prayer of the 1st Party prayed in Exhibits 28, 30 and 34.

26. Now, Workman Padwal shown at Serial No.2 who was working- as a Sr. Clerk, and Workman shown at Serial Nos. 3 to 5 viz. Heman Gurav, Sanjiv Pednekar, Workman Suresh Nichar shown at Serial No.7 and Suresh Shinde working as Peons vis-a-vis Workman shown at Serial No.8 Pradeep Kadam working as Pantry Peon only remains in the reference.

27. According to Union the work of Clerk done by Sushi Padwal, work of Peon done by employees shown at Serial Nos. 3 to 5, 7 viz. Heman Gurav, Sanjiv Pednekar, Suresh Shinde, Deepak Nichare and work of Pantry boy Pradeep Kadam, shown at Serial No.8 is still available. Case of the Union is that, 1st Party has number of offices at Mumbai namely Walkeshwar office, Worli, Tardeo and Nariman point. Now by closing all these offices 1st Party decided to shift its business to Andheri. Though the work of the workers involved in the Reference and who are at present in the Reference ought to have been shifted by the 1st Party are not shifted at Andheri on the guise that work done by them at Walkeshwar office is not available at Andheri office. Since they are not shifted by the 1st Party and they were forced to take VRS and since these workmen did not want to take VRS pressure was put on them to take VRS or to give resignation. As the workers were not being shifted by the 1st Party, the workmen involved in the Reference approached the Union along with other employees. But the Conciliation Officer (Central) could not settle the dispute and submitted failure report.

During the pendency of the same, some workmen referred above took VRS, whose names are deleted. Now employee Padwal, Gurav, Pednekar, Shinde, Nachare and Kadam i.e. having Serial Nos. 2, 3 to 5, 7 & 8 remains.

28. Against that, case of the 1st Party is that since there is no work of Clerk, Peon and Pantry at Andheri as well as a Walkeshwar the Workmen who remained out could not be absorbed.

29. Initially 1st Party gave notice dated 30th August, 2003 intimating that, it wants to close down its activities at Walkeshwar and wanted to shift it to Andheri. They also informed that, they are closing the activities of Walkeshwar office with effect from 1-9-2003. Since it was not liked by the Union they raised the dispute about move of the 1st Party.

30. As far as closing down the activities of the 1st Party from Walkeshwar office is concerned we find it communicated in the notice dated 30-8-2003 w.e.f. 1-9-2003. I think there appears no dispute, as from evidence which is now on record it appears that, the activities of the 1st Party are entirely stopped from Walkeshwar office of the 1st Party. Even it is not the case of the Union that, some activities are still going on at Walkeshwar office. Even it is not case of the Union that, some workers are engaged at Walkeshwar office and the claim of the concerned workmen is ignored and purposely they are prevented from reporting for duty at Walkeshwar office. So the evidence brought on record by both and even case made out by them clearly reveals that, 1st Party has closed its entire activities at Walkeshwar office and nobody is working at Walkeshwar office for the 1st Party.

(31) The stand taken by the 1st Party that, the work of the employees who now remained in the Reference, is not available at Andheri office and so they cannot be shifted. That means the source of work which was available to these workmen who remained in the reference at present, is as good as, closed down. That means, there is no work for these workmen at Walkeshwar office. The Ld. Advocate 1st Party referred to judgment of Division Bench of our Hon'ble High Court in the case of Biddle Swayer Ltd. V/s Chemical Employees Union published in 2007 II CLR page 193 where Division Bench of our Hon'ble High Court considered various judgments on the point of closure and concluded that:

"closure means closing down permanently of the source of employment of the workmen i.e. place where the employment is actively generated".

So from the wording of this ratio it is clear that, closure comes in picture as and when source of employment of the Workmen is closed down i.e. the place where employees were working and from where actually work was generated. As far as these Workmen who remain in the reference are concerned, as per the case of the 1st

Party, their work at new office premises is not available. That means the work which was done by them at Walkeshwar office was only available at Walkeshwar office and not available at Andheri. That means, it was Walkeshwar place which was generating work for these workmen and 1st Party took stand that said work is not available at new place at Andheri. So, as far as these workmen and closing down of activities by 1st Party at Walkeshwar is concerned, it is nothing but a 'closure' and according to various rulings referred by Division Bench of our Hon'ble High Court while concluding the subject observed as under:

"closure means closing down permanently of the source of employment of the workmen i.e. place where the employment is actively generated."

It reveals that, closing down permanently the source of employment of Walkeshwar office where they were working, and since that place was generating the work to these Workmen who remained in the Reference, the ratio laid down by Division Bench of our Hon'ble High Court (Supra) help in concluding that, it is the 'closure' of business or work by 1st Party at Walkeshwar as well as it is stoppage of work for ever for these employees. As per the case made out by the 1st Party, work which was done by these workmen is not available at Andheri. So as far as these workmen who remained in the reference are concerned, it is the total closure of business as far as these employees are concerned because they cannot be accommodated in new place though literally 1st Party is carrying out its activities from new place i.e. from Andheri. So I conclude that, 1st Party has closed its activities from Walkeshwar and as far as its activities at Walkeshwar are concerned, notice dated 30-8-2003 giving effect from 1-9-2003 admittedly discloses that, 1st Party has completely closed down its entire activities which were done by it from Walkeshwar office. So I answer these issues to that effect.

ISSUE NOS. 3 TO 5 :

32. 1st Party made out the case that, the work which was done by these Workmen is not available at Andheri office, so they could not be shifted to Andheri office. It is the case of the 1st Party that, since its new office premises at "Technopolis Knowledge Park at Andheri" is an "ultra-modern multi-storeyed commercial complex" housing commercial offices of several other companies is managed by a Housing Society formed by the various companies occupying the premises, including 1st Party, Central Security Services have been provided by the said Society for the entire building which has obviated the need for individual companies for engaging separate security personnel and said services are provided by highly trained and experienced Agencies and the requirement of security personnel may further come down to one/two persons once the 'ACCESS CONTROL SYSTEM' becomes fully

functional at the new premises. It is also the case of the 1st party that, at new premises it has provided vending machines for tea and coffee vis-a-vis availing vendors services does not permit 1st Party to utilize the services of these workers. Whereas stand of the 2nd Party is that, work which was done by these workmen remained in the Reference yet subsists, available at Andheri office. There are no specialized persons as contended by the 1st Party under the guise of "ultra-modern" multi-stored commercial complex housing commercial offices is concern, of several other companies, which is managed by a Housing Society formed by the various companies occupying the said premises and that the Central Security Services are provided by with which provided by highly trained and experience agencies. In fact there is no highly trained and experienced persons than these Workmen remained in the reference. The work which was done by these concerned workman at Walkeshwar is still subsists and available at Andheri. On the contrary case of the 2nd Party is that, said work is get done by the 1st Party by engaging contract workers of very low category and on very low scales. Under the guise of "ultra-modern management" of the Housing Society formed by various Companies at Andheri, the workmen remaining in the Reference are deprived of their right to work. Since these workmen did not opt for VRS or did not resign, 1st Party compelled them to take VRS. It is case of the Union that, purposely they are not accommodated at Andheri office under the guise of "ultra-modern management" run at Andheri office.

(33) For that, 2nd Party placed reliance on the depositions of the employee who remained in the reference viz. Suresh Shinde by filing his affidavit at Exhibit 44 in lieu of examination in chief, where he states that, he was appointed on 1-12-1989 in the Canteen and was confirmed on 7-7-1990. He further states that, one Mr. Chowkekar working as a Peon retired in 1944. He was promoted and confirmed on his post as a Peon. He further states that, in February, 2002 1st Party shifted entire work of Walkeshwar with its 250 employees working at various places i.e. Walkeshwar, Worli, Tardeo and Nariman Point and closed its said office and shifted to Technopolis Knowledge Park at Andheri (East). He states that, he and other 14 employees who were initially included in the reference, were not shifted to Andheri under the guise that the work done by them is not available at present in Andheri office. He alleges that, work done by them is attended by Contract workers. He states that, option for VRS or transfer of the workers to Andheri were given to other workers but it was not made available to these workers, and they were forced only to take VRS, who were involved in the Reference. He states that, work of 5 workers involved in the reference is very much available in new office at Andheri. He states that, 200 employees were working at Walkeshwar during his tenure at Walkeshwar. He states that, 13 permanent workers were working as Peons at that time. He states that, they

distributing the mail, preparing covers for the letters to dispatch, taking weight of each cover, affixing stamps on it, preparing dispatch slips, dockets of the postal articles, visit post offices/telegraph office, packing of parcels, Xerox work, keep track on courier/registered letters and handing over mail to courier boys, operating franking machines etc, including deposit of money to the post office and all others jobs relating to Peons. He states that, his work does not involve carrying papers from one table to another. He states that, 3 despatch Peons are engaged in their place supplied by M/s. Avon Solutions Pvt. Ltd. and M/s. C.B. Richard Ellis and these Peons are doing the work of the same nature. He further states that, work of Account Department and Share Service Centre, work of mail room operation and Provident Fund, salary section and marketing work at Andheri were shifted to Wadala. He further states that, the work of dispatch is done by the workmen engaged through contract workers of M/s. Lobo Interim Staffing. He states that, he was not paid from March, 2005 and as a result of that, his service conditions have been adversely altered by the decision of the 1st Party. He further states that, initially he was transferred to C & F Agent at Rajpur (Punjab) operated by a third party and thereafter to Paharpura (West Bengal) just to victimize him. According to him said transfer was done by 1st Party just to presurise and compel him to either to report there or to take VRS. He states that, work done by him is very much available at Andheri office. In the cross he states that, he is aware that VRS was declared by the 1st Party in 2002. He also admits that, 160 employees are shifted from various Bombay offices to new premises at Andheri. He states that, 200 employees were shifted but he and workmen involved in the reference were not shifted to Andheri office. He states that, he was providing water to the staff at times but not regularly. He states that, he is aware of M/s. C.B. Richard Ellis contractors work at Andheri office. He denies that, said M/s. C. B. Richard Ellis is provided services like serving of sweeping, cleaning latrines and toilets and dusting office premises. He admits that, that work is not of the Peon. He admits that, he is aware of M/s. Lobo Interim Short Staffing but denies that, said Lobo Interim Short Staffing, used to supply services for short period of experts like Accountants, Data Entry Operators and other work. He admits that, 1st Party has shifted the Accounts Department pertaining to Provident Fund etc. at Wadala. He admits that, 1st party has shifted the Accounts Department pertaining to Provident Fund, Gratuity etc. to Wadala. He admits that there no clause in his appointment letter, 'not to transfer him'. He admits that, when he was transferred, it was made clear to him that, his name will remain even in the muster roll at new place and he will get the same salary which he was getting at Walkeshwar. He admits that, he was intimated to report at Paharpur Factory (Calcutta) instead of earlier transfer place as per Hon'ble High Court's order. He denies that work, of 3 peons is done on computer. He denies that, there is no work of

Peon at new place. He also denied that, the work of franking machine is reduced at new place. Then 2nd Party examined Mr. Pradeep G. Kadam by filing his affidavit in lieu of the examination-in-chief at Exhibit 47, who is also one of the victim of the decision of the 1st Party who states that, he joined 1st Party in 1990. He states that, he joined as a Peon and was confirmed on the said post. He states that, he was supplying tea, coffee, drinking water to the Director, Manager, visitors and during meetings and in various Board meetings. He states that, he was also doing the work of cleaning utensils of tea, coffee, vending machines and water etc. He states that, his said work is still available at Andheri. He states that, said work is being done by Pantry boy. He denies that, due to introduction of vending machines said work is not available at Andheri office. He states that, Pantry boys are supplied by Contractors M/s. C.B. Richard Ellis at Andheri. He states that, he was doing that work during his tenure at Walkeshwar and claims that, said work still subsists and available at new office. He claims that, his salary was not paid from March, 2005. He states that he was sought to be transferred to C&F Agent, Patna (Bihar) and then to Tondiarpet (Chinnai) as per High Court order. Then in the cross he state that, he was aware of Head Office of the 1st Party located at Walkeshwar. He states that, he was aware of the VRS introduced by the 1st Party in October, 2002. He states that, he is aware that 200 employees are shifted by 1st Party from Walkeshwar office to Andheri. He states that, 14 workers involved in the Reference were not considered by the 1st Party for Andheri office and were not shifted as others were shifted. He states that, he was cleaning glass alongwith cups of officers as a canteen boy. He states that, the said work was done by him at Walkeshwar in both the buildings. He states that, 4 vending machines were available at Walkeshwar, 2 in the main building and 2 in Annexure building. He states that, he has visited the Andheri office and saw coffee being prepared in the new premises on vending machines. He states that 2 machines are installed at new place. He denies that, employees of Contractors M/s. C.B. Richard Ellis are doing the work of sweeping, cleaning, dusting and cleaning of carpets etc. He claims that, he has seen two persons working as canteen boys. Then he was questioned why he was not reporting to transferred place to which replied that, the transfer was not the service condition, so he did not report to transferred place.

(34) Then 2nd Party examined Susbit D. Padwal at Exhibit 57 who states that, he is of 36 years old. He joined first party in July, 1989 as a dispatch Clerk. He states that, he alongwith other workmen involved in the reference is permanent employee. He states that, in the appointment orders of these workers, there is no transfer clause. He states that, all the employees of Walkeshwar office numbering about 200 employees alongwith employees from other office at Bombay, excepting 14 employees involved in the Reference, were shifted to its new premises at Andheri.

He states that, he is aware 1st party has taken on lease the office at "Technopolise Knowledge Park at Andheri". He states that, 14 employees involved in the reference did not took VRS as they wanted to work. He admits that, he was transferred to Rohat (Haryana State) but did not report on transfer saying that, there is no transfer clause in the appointment letter. He states that, said transfer letter was issued during the pendency of the proceedings therefore application under Section 33-A of the Industrial Disputes Act, 1947 was filed. He claims that, he was paid upto March, 2005 though there is order to maintain status-quo. He claims that transfer of the employees who are remaining in the reference were illegal transfers and 1st Party cannot transfer them. He claims that, one Clerk, one Peon and 1 Pantry Boy are engaged, as contract workers, by the 1st party through contractors viz. M/s. C.B. Richard Ellis and M/s. Avon Solutions Ltd. at Andheri. He claims that, work of Clerk, Peon and Pantry Boy is still subsists and available and the work is get done by the 1st party from contractors viz. M/s. C.B. Richard Ellis and M/s. Avon Solutions Ltd. at Andheri. In the cross he states that, he is member of the Mumbai Port Trust Dock & General Employees Union. He denies that, he was transferred as per implied service conditions. He denies that, he falsely deposed that, 1st Party forced him to take VRS. He denies that, he cannot do the work on the computer. He denies that, work done by him and the work done by the remaining workman is not available at Andheri office. He states that, he is educated upto S.Y.B. Com. When question was put to him "whether he has informed about his said qualifications" to which he replied that, there is no such demand made by the 1st Party. He also that, he has computer knowledge but he has not informed since it was not asked by the 1st Party. He denies that, the work done by the workers remaining in the Reference is not available at Andheri.

(35) Then 2nd party examined number of other witness and by calling them at Exhibits 71, 77, 82, 90, 100 and 101. Witness Sanjay Abhinash Shukla, Called by 2nd Party is examined at Exhibit 71, who states that, he is working with C.B. Richard Ellis which is short is called CBRE. He states that, he does not know whether, CBRE was informed to commence work for 1st Party from 25-11-2002 about front office management, telephone operation, Pantry services, mail room operation and of general office matter with the office counter service. He states that, CBRE was providing services of house keeping at Andheri establishment from March, 2003. He admits that, the number of workmen mentioned in at Serial No. 2 of Annexure A Produced at Exhibit 70 is a figure of workers engaged by sub-contractors with the 1st Party. He states that, these sub-contractors include Shiv Shakti, Total Solutions and Master Polishers are among them. He states that, CBRE got licence for the first time in 2005. He admits that, as per Annexure B-3 Serial No. 5 produced with Exhibit 70 the CBRE was providing services of Pantry. He states

that, employees shown at Serial No.4, 16 and 17 from page No. 6 of Exhibit 62 are the names of the employees of Pantry services provided by CBRE. He admits that, names of these workers are shown in the salary registers at Serial Nos. 3, 10 and 11 of Exhibits 66 page 27. He admits that, number of employees shown is 16. He admits that, there is no names of the courier services in the said register employed by Master Polishers at Andheri. Then 2nd Party examined another witness, from Master Polishers at Exhibits 77 by name Rajesh Shyam Lal Bohra who states on oath that, he is serving with Master Polishers in the Accounts Department. He states that, workmen shown by Master Polishers are working in courier services with 1st Party. Their names are given in the attendance register and salary register filed by it at Exhibits 76. He admits that, said employees were doing out door work for 1st Party at Andheri from 9.00 a.m. to 5.00 p.m. i.e. for 8 hours. They were getting weekly off i.e. on Sunday with salary slip after deducting Provident Fund and ESI. He states that, they are also getting PL, CL and they are paid approximately Rs.3000. per month. He states that, Vijay Bane is doing out door work of Legal Department of 1st party and Abhijit Borkar is doing out door work connected with Administration Department of the 1st Party. He states that, Sarafaraz Nawaz is doing "out door" work of Finance Department of the 1st Party. He states that, Master Polishers also provide services of House Keeping and Pantry. Then Union examined Venkatesan Siva at Exhibit 82 who appeared for "Avon Solutions" and states that, he is working with 1st Party for last 3 years and visiting offices of the 1st Party. He admits that, the name at Serial No.1 from the muster roll produced with Exhibit 80 was attending work of mail room activities. He states that, mail room activities include receiving mail, putting dispatch seal on proof of delivery. He states that, person doing such work can open the mail if it comes in name of Company if it comes on any particular person's name it is sent to that person's table. He states that, such an entry of mail is made in the mail register maintained by it. He states that, dispatch work is done by putting mail by each and every employee in pigeon hole which is collected at regular intervals. He states that, after collecting the mail from pigeon holes it is brought into the mail room, Data is capture of the said mail and said work is assigned to the courier who will collect and dispatch it. He states that, when courier person comes to collect the mail it is delivered to the said person. He states that dispatch slip is prepared by is Courier company which is simply signed by employee who is attending the said work. He states that, if some mail is to be posted, one person directly go to the post office and drop it. He states that, for Registered A.D/U.P.C. etc. material is prepared by the employee of CASTROL and it collects it only and give to the postal authority. He states that, all such work is to be done by all 4 employees mentioned in the muster produced with Exhibit 80. He admits that, its employees working on that post are answerable to any query about correspondence and dispatch of that. He states

that, employees working with it must know basic computer. Then 2nd Party examined Monika Verma, at Exhibit 90, Manager (HR) of M/s. Lobo Staffing Solutions Pvt. Ltd. She states that, she knew the nature of work of employees of whose copy of muster and salary register is filed in the Court. She states that, she does not know whether Sourab Karekar was employee of CASTROL at Walkeshwar what work he is doing there. She states that, this type of work is going on continuously from 2000 till today. She states that their employees are doing work of receiving vouchers and bills for 1st Party on behalf of Lobo. Then 2nd Party examined Clifford D'Souza at Exhibit 100 who is serving with the 1st party at Wadala Branch, who states that he is serving at Share Services Centre Department. He states that, Saravana Santosh Kamble and Harish Munde are the members of his team. He states that, he is studied upto HSC. He states that, except allowances as mentioned against his name of page 111 of Exhibit 88 he does not get any more. He states that, he is doing work of forwarding cheques. He states that, after recording cheque entries he used to put in tray which is lifted by dispatch clerk who forwards it to the concerned section. He further states that, after segregating the correspondence he used to put it in the tray. He states that, he used to check the names and addresses on correspondence and put it in the tray which is to be lifted by dispatch clerk. He states that, he has got certificate of computer training. Union then examined Hareesh Sadhu Munde at Exhibit 101 who states that, he worked for 15 to 16 years through different Agencies. He states that, for last two years he is working at Wadala Centre of CASTROL GLT and in GLT he was doing housekeeping work which includes, cleaning, sweeping etc. He states that, he is doing said work for last 12 to 13 years continuously at Wadala Center. He states that, he was engaged by MAPCO Contractors. He states that he is getting salary of Rs.3000-4000 per month. He states that, when he joined through Lobo contractors he started working without any break. He states that, details given against his name on page 112 of Exhibit 88 are correct. He states that, there are 20-25 members in his team for doing that work. He states that, his Department receives all samples of chemicals, lubricants etc. from the Lab, and Dispatch Department. He states that, he used to record entries of it on the computer and prepare format of it. He states that, he was trained by the Company. He states that, he has not computer training certificate to show it. He states that, entire correspondence of Wadala section is kept by the concerned department in the tray. He further states that, after that these samples are sent to Laboratory for test.

(36) On that, the Management examined its main witness i.e. V.V. Narayanan at Exhibit 103 who states that, he is serving with the 1st Party as General Manager - Human Resources. He states that, he knows the facts of this reference as well as of the Complaint No. 2/2 of 2007 pending before this Tribunal filed by the employees involved in the

reference. He states that, out of 14 employees involved in the reference, whose names are given in the Annexure-I to the Statement of Claim, 8 have settled their claims under Company's Voluntary Retirement Scheme and after giving their dues. 1st Party has given applications to delete the names of the said employees as they are not party in the vis-a-vis beneficiaries of the subject matter involved in the Reference. He further states that, remaining employees could not be accommodated by the 1st Party since it has no work at new place. He states that, at the new premises where its four offices are located is an ultra modern, multi stored commercial complex housing commercial offices of several other companies and is managed by a Housing Society formed by the various companies the premises occupying including 1st Party. He contends that, the said four offices of the Company at Mumbai along with its staff were shifted in a phased manner to the new premises between December, 2002 to February, 2003. He states that, however, first Party could not for bonafied reasons shift these employees involved in the Reference. He contends that, the said 6 workmen who remain in the Reference, out of which 5 of them are peons-cum-Pantry boy's category and one is of clerical category could not be got accommodated by the 1st party in the new premises but were admittedly they were continued to be paid their regular salaries. He states that, work of 4 Peons mainly comprised of carrying papers from one desk to another in the same premises, filing papers, carrying cheques for signature of Managers etc. Now at new premises Company does not require services of these persons as said work is completely obviated in view of the Company having provided pigeon holes in the new office premises where each executive is expected to place the relevant papers and envelopes in the relevant pigeon holes of the concerned Department and concerned Executive/Secretary of each these Department is expected to pick up the mail from the respective Pigeon holes at periodic intervals during the duty hours and the filing of papers is done by the concerned Executive/Secretary. He further contends that, the need of Peon's services for serving coffee, tea drinking water has also been obviated as adequate number of coffee/tea vending machines and drinking water dispensers are installed at different locations, in the new premises and the concerned Executive irrespective of the level to which they work/belong uses vending machines and water dispensers to get coffee/tea or water. He further contends that, case made out by Union that, number of other contractors are engaged by 1st Party to carry out said work is not correct. He states that, Contractor M/s. C.B. Richard Ellis is engaged by the Company for undertaking. Facility Management which comprises house keeping viz. cleaning, dusting, swabbing floors, special cleaning such as shampooing carpets etc. He states that, said work was not done by the employees involved in the Reference. Said work is get done by the 1st Party through the persons engaged by M/s. C.B. Richard Ellis, out of them two are kept in front of

the office to provide services at the reception and telephone operation. There is one qualified electrician to attend all electrical and maintenance of electrical equipments like Projectors, telephones, photo copy machine, P.A. System, fax machines and electrical fittings. He further contends that, rest of the workmen perform house keeping job which also includes one chamber maid kept for cleaning ladies wash room and Pantry boys who are assigned for maintenance of tea and coffee machines and also timely replenishment of premix tea, coffee, soup, chocolate, lemon in the vending machines. He contends that, individual employees of the Company whenever they want to take coffee or tea, they have to go to the vending machines to pick up what they want by self service. He contends that, Pantry room keeps only dispensable paper cups which are discarded after use and therefore the need of cleaning or washing the tea or coffee utensils has been considerably reduced. He contends that, remaining house keeping boys attend to various jobs on rotation basis to perform dusting of tables and blinds, sweeping of floors, vacuum cleaning of carpets, swabbing of floors, toilet cleaning, wiping of window panes and glass doors, weekly deep cleaning of carpets and scrubbing of toilets, polishing of stainless steel dustbins and chairs, shifting and arranging of chairs in different meeting rooms and shifting of drinking water bottles near the water dispensers and placing it at the top of dispensers. He further contends that, another Contractor i.e. Master Polishers' is engaged by the 1st party for inter city courier service. He states that, the said Contractor undertakes delivery of Company's within the city to various offices like Bank, Insurance companies, Stock Exchange, Legal Advisers, Registrar of Companies, CA firms, Auditors etc. He states that, above work was not done by any of these concerned workers who have remained in the reference. He states that, 6th workman viz. Sushil Padwal who was principally attending to the work relating to the dispatch of inward and outward mails could not be gainfully engaged at the new office premises as the Agency viz. M/s. Avon Solutions Ltd. Which has been engaged by the Company since May, 2001 at the Company's office at Vaswani Chambers, Worli continued to handle the work at the Company's new premises at Andheri. He further states that, the said Agency viz. M/s. Avon Solutions Ltd. has considerable expertise in handling much larger volumes of incoming and outgoing letters with computerization and also providing the necessary Management Information Reports (MIR) every month. He states that, as the performance of the said contractor in handling mail room work was found to be far superior than the work performed by the Dispatch Clerk Sushil Padwal who is one of the workman concerned in the present Reference, who was doing clerical workman, company decided to continue the said contractor at its new office at Andheri as well as not to utilize the services of Padwal as the nature of work in the mail room in the new office has undergone major change as

compared to the work done by Padwal in Dispatch Department at White House. The mail room operations today are completely computerized which means all details regarding incoming and outgoing mails are recorded in advanced software on the computer which helps in providing monthly Management Information Report (MIR). Hence, there is no manual work for Padwal to engage and allow him to report on duty. He further contends that, mail room operation at new premises have been completely computerized by using advanced software which is one of its unique kind in the industry in India. He further stated that, said software is exclusive property of Avon Solutions Pvt. Ltd. and which allows the use of this software by any Company which utilizes their services for mail room operations. He further states that, Padwal never approached the Company saying that, he was interested in computer skill. He states that, there is no work available to the Company for said Padwal and to allow him and to continue. He states that, the nature of work carried out by the said Centre is highly specialized requiring specific educational qualifications like B.Com., M.Com. or Chartered Accountant etc. with advanced computer knowledge. None of the workmen who have remained in the Reference has those qualifications and cannot not be considered by the Company for utilizing their services. He states that, the Technology Centre at Wadala where research and development activities are done by the Company, in 2005 a part of the finance operations viz. Share Services Centre was shifted to Wadala owing on shortage of space at its Technopolis office which resulted in the transfer of some finance staff to Wadala who were working in the Centre which also included some team members of M/s. Lobo Staffing Solutions Pvt. Ltd. Those team members were doing specialized activity in the Finance Department which require the use of software for processing bills, payments to vendors, suppliers, transporters, maintenance and management of retrieval funds including investment of those funds as per Government rules. He states that, mail room operations are entrusted to Avon Solutions Pvt. Ltd. and their place of work is Technopolis office of the Company at Andheri where services of the employees who have remained in the Reference could not be utilized. He states that, M/s. Lobo Staffing Solutions Pvt. Ltd. has been engaged by the Company to support the activities carried out in the Share Service Centre. These activities comprises of processing of bills, advising payments, putting data in software etc. which require specific skills experience and education. He states that, the nature of work performed by Harish Munde who is an employee of M/s. Lobo Staffing Solutions Pvt. Ltd. who has been engaged is primarily that of Receptionist and handling oil samples for testing some of which are of hazardous nature and recording the receipt of oil samples in the computer. He states that, the said work is entirely different work which cannot be done by any of the employees who remained in the Reference. He

states that, these concerned workers were transferred to other places but they did not report on duty and as such now they cannot claim wages since they failed to report on duty at new transferred places. Transfer of Padwal by letter dated 28-2-2005 was made initially. He was transferred to Company's C & F Agent at Rohad District Bager (Haryana) and then by transfer letter dated 15-3-2005 he was required to report at the same transferred place but it was not accepted by him. He states that, even Sanjay Pednekar was served with transfer orders dated 28-2-2005 initially and then by letter dated 15-3-2005 to report to Company's C & F Agent at Cuttak (Orissa) which was not accepted by him. Something happened with Suresh Shinde, Deepak Nachre and Pradeep Kadam who also did not report for duty at new places of transfer. All this shows that, they are not interested in the employment, so Company decided to stop their payment which was given as per the Order of the Hon'ble High Court. It is denied by him that they were transferred to the third party. So it is submitted that, employees remaining in the Reference now have no any claim and cannot seek any relief. In the cross he states that, the remaining employees who did not accept VRS were shifted to Andheri except 14 involved in the Reference. He admits that, employees involved in the Reference does not accept VRS. He admits that, no notices were given under Section 9-A of the Industrial Disputes Act, 1947 before closing the Walkeshwar office and shifting the business of it to its new premises at Andheri. He admits that, there was no permanent closure of the activities of the 1st Party. He admits that, complaint filed by the Union before ALC was withdrawn on the assurances given by the 1st Party that, it will not terminate the services of the employees and undertook to continue to pay their wages. He admit that even thereafter these employees were not gainfully employed by them. He admits that, payment of these workers was stopped from February/March, 2005. He admits that, at Andheri office there were various Departments, including mail room operation, Administration Department, Legal Department, Finance Department and Shared Service Centre. He states that, marketing and mail room operation were shifted to Wadala office. He admits that, Andheri office make use of courier service as well as receipt of mail from outside. He also admits that, all sorts of mail are sorted out i.e. outgoing and incoming mail in the Mail Room Department. He also admits that after sorting out the mail it is put in the respective pigeon holes. He states that, many consignments of Andheri office are sent by courier service. He admits that, checking of bills which are received from courier service are done by Company's Administrative Department. He states that, registered letters are sent and received by the office at Andheri. He admits that, entries of out going and incoming letters are maintained. He admits that, acknowledgement cards are prepared and the letters inserted by the various departmental Secretaries. He admits that, besides that, registered letters are sent and received. He states that, employees of qualifications of B.Com.,

M.Com., C.A. may get salary between the range of Rs.8000 to Rs.15,000. He denies that, persons working at Wadala in the above sections were getting salary in the range of Rs.4000 to Rs.5000. He admits that, Harish Munde was earlier working as Sweeper. He admits that, said Munde was not having degree of Diploma as Receptionist and Telephone Operator and Computer operator. He admits that, even said Munde was not having Diploma in Medicine and Lab. Technology. He admits that, work of Telephone Operator-cum-Receptionist was also being done by said Munde for which he was trained by the Company. He admits that, those six workers who have remained in the Reference, were not asked their willingness whether they are ready to take training in Computer or want to take training for the work of Receptionist-cum- Telephone Operator. He states that, the work of receiving mails including work of segregation of mail is also attended at Wadala. He states that, stamping as well as numbering and sorting of vouchers was also attended at Wadala. He states that, work of followup of cheques, filing of bills, receiving courier mails, postal mail, Provident Fund work, ESI work, salary work, dispatching of bills to various locations are attended at Wadala office. He states that, he did not know whether Suresh Shinde has done Diploma in Computer Management in 1996. He states that, he is aware that Hemant Gurav was doing out door work which included collecting statements, Debit & Credit advices on behalf of the Company from various Bankers. He states that, he is not aware about the work of Deepak Nichare. He states that, he is aware of page 5 of Exhibit 106 by which Deepak Nichare, Sanjay Pednekar and Hemant Gurav were asked to collect mail from the post office and he is signatory of the said letter. He states that, at Andheri, House keeping boys were employed, who were employed by Richard Ellis, were attending the work of dusting, cleaning, swabbing of premises, carpet cleaning, toilet cleaning etc. He admits that, like Walkeshwar at Andheri, there is separate canteen contractor. He states that, he is not aware whether Padwal completed his education upto S.Y.B.Com. when he was at Walkeshwar office. He states that, he is not aware whether, any memo or show cause notice was issued to Padwal after he was confirmed in 1989. He states that, qualifications of HSC for Clerical work was necessary at that time. He states that he is not aware whether Padwal is qualified for the said post and after 8 years of service, employee is promoted to the post of Sr., Clerk. He states that, he does not know whether, the said 4 Peons were initially appointed as Pantry boys/canteen boys. He does not know whether, there was any specific qualification for appointment as a Peon. He admits that, those 4 Peons and one Pantry boy who remained in the Reference were not served with any memo or charge sheet after confirmation. He states that, he did not know whether, these four Peons were doing other work besides carrying papers, documents, correspondence to the respective staff. He states that, he has not seen any documents about the work done by these four Peons and

Pantry Boy as well as of Sr. Clerk. He states that courier services are being done at Wadala office. He admits that Padwal was discharging duties of checking bills, receiving courier, sending registered letters, preparation of acknowledgement cards and insertion of letters in envelopes as well as work of filing, sending notices, correspondence receipts etc. was also done by him. He also admits that, 4 Peons involved in the Reference when they were working at Walkeshwar office were preparing conveyance expenses for reimbursement for their out door duty work. He also admits that, Master Polishers employs five out door work messengers for out door work and they were doing out door work of Legal Department, Administration Department and Finance Department of 1st Party. He states that, there is no written condition put by Avon Solutions for supplying its software or the condition that, the Company should engage only his contract engage workers. He states that, he does not know whether, the Company asked Padwal and Suresh Shinde whether they are willing to undergo any training. He states that, the area of Walkeshwar office was about 15000 sq. ft. and it was suggested that, area of Andheri office is more than 50,000 sq. ft. Witness admits that there may be around 37,000 sq. ft. He admits that, there are meeting rooms for Directors and other Executive staff at Andheri office. He admits that, snacks and tea is provided during meeting. He admits that, record maintained by the is Administration Department of the Company at Andheri office. He admits that, Kadam who is involved in the Reference was doing that work at Walkeshwar office. He admits that, Workmen who have been shifted from Walkeshwar to Andheri is not member of the Union. He admits that, 14 workers involved in the Reference are the members of the MBPT Union. He admits that, said Padwal is one of the signatory to the settlement which took place between the Union and the 1st Party. He admits that Union has submitted fresh Charter of Demands after expiry of settlement in June, 2000. He admits that there was no settlement on that demand and proceedings were closed by sending failure report. He admits that, six workmen who have remained in the Reference are covered under the said settlement. He admits that, no other offer was given to these 6 employees except to accept VRS or give resignation. He admits that, the work of these 6 employees remaining in the Reference is being done by the permanent employees and the contract employees of Avon Solutions, Master Polishers, C.B. Richard Ellis at Andheri and Mis. Lobo at Walkeshwar, He admits that, not all the jobs in the main room operations are not computerized at Andheri. He admits that, not all the jobs are attended by the employees of the above Agencies and denies that, work of these 6 employees is not shifted to Andheri. He admits that, he has no document to show that, these contract workers and permanent workers were not doing all of the work being done by the present workmen involved in the Reference. He also admits that, there is no document brought on record to show that employees of Lobo are not

utilizing computer. He admits that, there is no reduction of work at Andheri as compared to Walkeshwar. He admits that, he has not produced any document to show that, the contract employees engaged by M/s. Avon, C.B. Richards and Master Polishers at Andheri and Lobo at Wadala are highly skilled, qualified and specialized persons. He admits that, these four agencies are still working at Andheri and Lobo is still working at Wadala. He admits that, offer was not made to these employees as to whether they want to work at Andheri? He admits that, even they were not offered to undergo training to work on computers. He admits that, any non-executive staff was transferred from Walkeshwar during the time when these 6 workers were working at Walkeshwar. He admits that, Andheri office is also registered office and Corporate office of the Company and he admits that, Office at Patalganga has no separate audited sales and the income from the sales of the products at Patalganga are accounted for in the annual report of the Company. He admits that, wages of these workers are stopped from 17th March, 2005. He admits that, these 6 concerned workers did not report on duty at transferred place from 1-5-2005. He admits that, there is no agreement signed between 1st Party and the CNF about functioning of CNF. He states that, he has no idea on which basis commission was paid to CNF. He admits that, Company has not produced any document to show that, CNF is part of the 1st Party. He denies that, CNF Agency is not concerned with the activities of the 1st Party. He admits that, workers who have remained in the reference are not informed that, their work is not satisfactory and denied that these workers were illegally transferred out of Maharashtra as well as not transferred to Andheri and illegally stopped their salaries. On that 1st Party closed its evidence by filing purshis at Exhibit 109.

37. Heard 2nd Party's Advocate at length. Perused written arguments submitted by the 1st Party filed at Exhibit 116 and citations at Exhibit 117. Gone through the written synopsis of the 2nd Party filed at Exhibit 118.

38. Initially reference was made about the demand of the Union regarding 14 workmen, copy of which was annexed with the Statement of Claim. During the pendency of the proceedings employees mentioned at Serial No.1, S.B. Banavedikar who was working as a Senior Clerk and the Workmen Pradeep Mohite working as a Peon shown at Serial No.6, employees mentioned from Serial Nos. 9 to 14 viz. Indra Narayan, B.R. Paneroo, B.P. Tiwari, K.R. Pawar, D.V. Valve, G. Menzes working as Watchmen subsequently opted for VRS and 1st Party by applications at Exhibits 28, 30 and 34 requested to delete the names of the said employees. On said applications Union has not stated anything. Besides Advocate appearing for Union at the beginning of the arguments conceded that, she is fighting for 6 employees who have remained in the reference since 8 have opted for VRS. So by passing an order on Exhibits

28, 30 and 34 names of the above employees are deleted from the Reference.

39. With result of which now the employee of clerical cadre Sushil Padwal shown at Sr. No. 2 and employees in Peons' category shown at Serial Nos. 3 to 5 and 7, viz. Hemant Gurav, Sanjiv Pednekar, Suresh Shinde, Deepak Nachare, and one person working as Pantry Boy, Pradeep Kadam, shown at Serial No. 8 only remains.

40. Now, we have to see whether work of Peons, Pantry Boy and clerk who remain in the reference is available with the 1st Party who has shifted to Andheri? The stand taken by the 1st Party that, work done by these since the workmen Walkeshwar available is not at including of Watchman work of other and employees who took VRS, management is unable to accommodate them at new office at Andheri. In fact stand of the Management is that, work of Clerks and Peons as well as work of Pantry Boy is not available for these workmen at new office premises and they cannot be accommodate there.

41. It is a matter of record that, Hon'ble High Court has given protection to these employees restraining Management from terminating their services. As a result of that they are on the muster roll of the 1st Party and they were paid till March, 2005.

42. The stand taken by the Management is that, since work of Clerk, Peons and Pantry Boy is not available at their new premises, it cannot accommodate them at Andheri. Whereas stand of the Union is that, their work is very much available at Andheri and to prove that, Union examined 3 witness out of claimant who claims that, work is available of their category and said work is get done by the 1st Party through various Agencies. Besides Union made efforts examining Mr. Shukla at Exhibit 71 who states that, he is Facilities Executive working for C. B. Richard Ellis which is called in short as CBRE. He admits that, names of the employees working for Courier services are not mentioned in the register produced at Exhibit 66. He states that, work of Courier is available. Then Union examined Rajesh Shyanlal Bohra at Exhibit 77 who appears for Master Polishers and was serving in Accounts Department. He states that, employees of Master Polishers are working in Courier services and they are doing work of 1st Party. They are attending outdoor work for the 1st Party and their names are mentioned in the Attendance Register and salary register produced at Exhibit 76. He further states that, these employees are getting (approximately) salary of Rs.3000 to Rs.4000 per month. He states that, Vijay Borkar is doing outdoor work connected with the Administration Department. He states that, Sarfarz Nacaz is doing outdoor work of Finance Department for 1st Party. He further states that Master Polishers provide services of house keeping and Pantry. Then Union examined witness by name Venkatesa Siva who appeared for Avon Solutions at Exhibit 82 who states that, Mail Room activities includes receiving

mail, putting dispatch seal on proof of delivery is done there by them for the 1st Party. He states that, person doing that work is opening the mail, if it is coming in the name of the Company, if said mail is in the name of particular person then that is put on the table of that officer. He states that, entry is made and recorded in the Mail Register. He further states that, if such a mail comes in the name of a particular officer it is placed before the said officer and the acknowledgement is given by the concerned person for the receipt of the said cover. He states that, dispatch work is done by putting mail by each and every employee in the Pigeon holes which is collected at regular intervals. He states that, they are collecting said mail from the Pigeon holes. It is brought in the mail room, data is captured of the said mail and it is assigned to the couriers who will collect and dispatch it. He states that, dispatch slip is prepared by Courier company which simply signed by the employee who is attending the work for the Company. He states that, if some mail is to be posted our person goes directly to the post office and drop it in the post office and for A.D./U.P.C. etc., the material is prepared by the employee of the 1st Party who collect and give the same to the postal authority. He states that, all such work is done by the 4th employee mentioned in Exhibit 80. He states that, our employees who doing that work are answerable to any query about correspondence and dispatch. Then witness examined by the Union, of the 1st Party, is Monica Verma at Exhibit 90 states that, she is working as a Manager (H.R.) with M/s. Lobo. She states that, as per witness summons she has produced copy of Muster Register, copy of Salary Register and copy of Licence issued under CLRA Act and she is working for M/s. Lobo. She states that, workmen of Lobo are doing work with the 1st Party. She states that, she know the nature of work done by the workmen of Lobo whose copy of Muster Roll and Salary register are filed. Further she states that, she know person by name Clive D'Souza shown at Serial No.13 of page 111 in the document called as "Register of Wages" who is doing work in Share Service Centre Cell. She states that, as Manager, her job is to look after the service conditions of the employee who join with Lobo. She states that said work is done continuously from 2000. Then Union examined witness by name Clifford D'Souza at Exhibit 100. He states that, he is serving with 1st Party at Wadala from 2005 continuously and doing work in Shares Service Centre Department. He states that, Saravana, Santosh Kamble and Harish Munde are members of his team. He states that, he is educated upto HSC. He states that, he is doing work of lifting vouchers and bills from the tray received in the office. He states that, he is maintaining record of it. He states that, he is doing work of followup of cheques for authorization from Accountants and Manager. He states that, he is putting up it i.e. cheques and letters in tray which is lifted by the Dispatch Clerk who forward to the concerned sections. He states that after segregating the correspondence he used to put it in the trays. He states

that he used to check the names of the addressee on the correspondence and put it in the tray which is taken by the Dispatch Clerk. He states that, he did course in computer training for six months duration.

43. Then Union examined Harish Munde at Exhibit 101 who states that, he joined through Mapco contractors. He is getting salary of Rs. 3000 to Rs. 4000 per month. He states that, his receives samples of Department chemicals and Lubricants from Laboratory and Dispatch Department. He states that, he was trained by the Company.

44. So this is the evidence brought on record by the Union through above witnesses who states that, the work which was done by these employees who now remain in the reference, is available at new place i.e. at Andheri. By examining these witnesses Union try to show that, work done by these employees who remain in the reference still, subsists and same is get done by 1st Party through these agencies. Work of Clerk, Peon and Pantry boy is also available. It is to be noted that, employees of that category who remained in the reference when their work is available, question arises why, Management is not accommodating them or taking them in the Andheri office?

45. In the meanwhile In Management transferred them to various places. It is to be noted that, in their appointment order there is no transfer clause. Ld. Advocate for the 1st Party tried to argue that, Union, has not proved that, the Management cannot transfer them. In fact positive burden can be put and negative is not accepted as pleaded by the 2nd Party's Advocate. It is a matter of record that, at the time of recruiting new persons, 1st Party has put the clause of transfer. When 1st Party has put the clause of transfer while engaging new persons, and when there was no transfer clause in the appointment letter of the employees who remained, in the reference in my considered view, the Management cannot transfer them as per its whims and ideas as it is done by transferring them to Chennai, Kolkata, Assam and Haryana. It is to be noted that, persons of category of Clerk and Peons and Pantry boy who can be of Group 'C' and 'D' whether can be in a position to go there at such a long distance in place where they do not know anything and whether they can adjust themselves when going to such long place first time in life? There is no justification from the 1st Party side in transferring them at such long place without any cogent and satisfactory reason and then cannot say that, since they did not report at new place they cannot claim wages which is stopped by 1st Party from March 2005. Admittedly the 1st Party was paying wages till that time but under the guise of not reporting by the workers at the transferred place who remained in the reference, 1st Party, stopped their payment which is not just and proper.

46. In fact 1st party has not given notice as required under Section 9A of the Industrial Disputes Act, 1947. Before shifting office from Walkeshwar to Andheri 1st Party

admits that, are closing office or work of Walkeshwar office and given notice to the Shops and Establishment Inspector. The stand of the 1st Party is that, since they have not closed its activities completely but just they have closed the activities at Walkeshwar, the stand of the 1st party is that it is not the 'closure'. It is stand of the 1st Party that, it does not attract the definition of 'closure' and rely on the citation referred reported in 2007 II CLR page 193 where it is observed that, 'closure' means closing down permanently the source of employment of the workmen i.e., place where employment is actually generated. As far as these arguments are concerned it is a matter of record that, these workmen are not accommodated at new place. That means place of Walkeshwar where they were working is closed down for them permanently and it is a 'closure of source of employment' as far as these workmen who have remained in the Reference are concerned. When work is closed for them for ever since they cannot be accommodated by 1st Party at new place which was source of employment of these workmen and since 1st Party has decided not to accommodate them at Andheri though work is available, it is require to consider that, it is "closure" for these workers as far as Walkeshwar office is concerned. In fact citation referred by 1st Party's Advocate. On the contrary said citation help the Union in showing that, it is the 'closure of employment or closure of source of employment' as far as these workmen are concerned. Besides it is not the stand of the 1st Party that, the work done by these workmen is not available though it tried to say that, said work is get done through skilled persons who are highly educated and qualified. But actually witnesses referred above are who are doing same work are of SSC standard and even they are doing work on meagre salary of Rs. 3000 to Rs. 4000 per month. Against that these, per employees were of permanent nature definitely they must be getting more salary than Rs. 3,000 to 4,000 per month for that work and definitely intention of the 1st Party from all these reveals that, they want just to get rid of these employees when they are adjusting the work with the help of such employees who are doing work for Rs. 3000 to 4000. I am of the view that, they have decided not to accommodate the concerned workmen because that, work is get done by it under the guise of qualified and skilled persons. Besides no such qualification is shown by the 1st party to conclude that, the work now get done by the 1st Party through these various agencies cannot be get done from the employees who are involved in the reference. No such case is made out to show that presently said work is done by qualified employees. No specific reason is given as to why 1st Party cannot accommodate these workmen by transferring them to Andheri. The stand taken by the 1st Party that, said work is done by highly qualified employees or employees of that calibre at present at Andheri is not proved by the 1st Party and that work cannot be get done by the employees who have remained in the reference. No cogent

and satisfactory reason is given by 1st Party to ignore these employees.

47. If we consider all this coupled with the case made out by both. I conclude that, the reason given by the 1st party that, it cannot accommodate the employees who have remained in the reference at its new place, at Andheri, on the ground of highly qualified persons are required to do the said work, and said work cannot be get done by these employees who have remained in the reference, has no meaning. So I answer this issue to that effect and conclude that, 1st Party is unable to prove that it cannot shift these employees and it has no sufficient reason to shift the employees who have remained in the reference. On the contrary 2nd Party Union succeeds in showing that work done by these employees who have remained in the reference is still subsists and available at Andheri office and purposely 1st Party has decided not to accommodate these employees who have remained in the reference.

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48. By leading evidence 2nd Party succeeds in showing that, work that was being done by the concerned workmen is still subsists and available and it is get done by 1st Party through various Agencies. Besides no reason is given as to why 1st Party is very much happy with the new Agencies instead of continuing the employees who were doing that work at Walkeshwar office. So I conclude that, 2nd Party is entitled for relief i.e. to continue the employees who were doing that work at Walkeshwar office. So I conclude that 2nd Party is entitled for relief i.e. to continue the employees who have remained in the Reference with the 1st Party even at Andheri office. So I conclude that, the 2nd Party is entitled for the reliefs.

49. So as far as employees who have remained in the reference are concerned, they must be treated as employees of the 1st Party even from March, 2005 as they got their wages upto that date and they must be treated as employees of the 1st party even thereafter till they attain the age of superannuation. Hence the order :

ORDER

- (a) Reference is allowed;
- (b) 1st Party directed to treat the employee by name Padwal, Senior Clerk, Hemant Gurav, Sanjiv Pednekar, Suresh Shinde, Deepak Nachare Peons and Pradeep Kadam, Pantry boy as its employees till they attain the age of superannuation and give all monetary benefits to them attach to the post till then.
- (c) No order as to its costs.

A. A. LAD, Presiding Officer

Bombay,
2nd January, 2009.

नई दिल्ली, 18 फरवरी, 2009

का.आ. 667.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीस बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 131/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-02-2009 को प्राप्त हुआ था।

[सं. एल-12012/276/1998-आई आर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 667.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 131/99) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 18-02-2009.

[No. L-12012/276/1998-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case I.D. No. 131/99

Sh. Parminder Singh, C/o Genl Secy. All India Trade Union Congress, Chowk Dholewal, Ludhiana.

... Applicant

Versus

The Manager, Indian Overseas Bank, Jagraon, Lajpat Road, Ludhiana, (Punjab).

... Respondents

APPEARANCES

For the workman : None

For the management : Shri R.K. Chopra

AWARD

Passed on 12-1-2009

Central Government vide Notification No. L-12012/276/98-IR(B-II), dated 13-5-99, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Indian Overseas Bank in termination of services of workman Shri Parminder Singh S/o Shri Nahar Singh without paying him retrenchment compensation is just and

legal? If not, what relief the concerned workman is entitled to and from what date?"

2. None is present on behalf of the workman. Learned representative of the management is present. From last many days fixed for the hearing of this case the workman is not ensuring his presence. The reference was referred by the Central Government in the year 1999. Several opportunities have been given to the workman but he is not availing the opportunity of being heard. It is already 1.15 PM. At this stage, I have no option otherwise then to dismiss the claim of workman in reference for non-prosecution and return the reference to the Central Government as such. Accordingly, the reference is returned as such. Let the Central Government be informed. File be consigned.

Chandigarh: 12-1-2009

G K. SHARMA, Presiding Officer

नई दिल्ली, 18 फरवरी, 2009

का.आ. 668.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 291/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-02-2009 को प्राप्त हुआ था।

[सं. एल-12012/99/2004-आई आर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 18th February, 2009

S.O. 668.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 291/2004) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank, and their workmen, received by the Central Government on 18-02-2009.

[No. L-12012/99/2004-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

Case I.D. No. 291/2004

Sh. Gurwant Singh, S/o Sh. Arjun Singh R/o WPO Jattana, Via. Doraha, Ludhiana.

... Applicant

Versus

The Sr. Regional Manager, Punjab National Bank, Regional Office Dhyani Singh Complex, Ludhiana-141001.

... Respondent

APPEARANCES

For the workman : Sh. R.K. Singh

For the management : Shri Rajesh Gupta.

AWARD

Passed on 23-1-2009

Government of India vide Notification No. L-12012/99/2004-IR (B-II), New Delhi, dated 9-9-2004, referred the following industrial dispute for judicial adjudication of this Tribunal :

"Whether the action of the management of Punjab National Bank, Ludhiana in dismissing Shri Gurwant Singh Ex-Astt. Cashier from service w.e.f. 25-11-1991 from the Punjab National Bank, Branch Khanna on the allegation of misappropriation of Rs. 18,00 is illegal and unjustified? If so, what relief the concerned workman is entitled to and from which date?"

The nature of reference itself shows that this Tribunal has also to exercise its jurisdiction, whether the shortage of an amount of Rs. 18,00 amounted to misappropriation of money, or a bona fide mistake on the part of the workman?

On perusal of pleadings of the parties, it is evident that the workman allegedly misappropriated bank's funds to the tune of Rs. 18,00 on 3-2-90. He was charge-sheeted on 16-3-90. He replied the charge-sheet on 16-3-90. Dissatisfied with his reply, an enquiry was ordered to be conducted. Enquiry officer, after conducting the enquiry gave the enquiry report on 30-7-90 just on the basis of admission of the workman. During the enquiry, the workman admitted the charges and prayed for lenient punishment.

The disciplinary authority, on the basis of enquiry report, issued a show cause notice and also provided the opportunity of personal hearing. But because of sad demise of disciplinary authority, it cannot be possible. Thereafter, another disciplinary authority, dissatisfied with the finding based merely on admissions of the workman, ordered for the fresh exhaustive enquiry. Enquiry was again conducted by another enquiry officer and enquiry officer gave its finding on 18-6-91, proving the charges against the workman. The disciplinary authority issued the show cause notice with the proposed punishment of dismissal of the workman from the service without notice. Opportunity for personal hearing was also given and after hearing the workman, disciplinary authority confirmed the proposed punishment of dismissal from service. The workman preferred an appeal which was also dismissed. The workman raised the industrial dispute and on account of failure of conciliation proceedings, this reference.

I have gone through the evidence adduced by both of the parties before this Tribunal and enquiry proceedings, report of the enquiry officer and other materials on record. It had been the contention of the workman that on 3-2-90, he had to leave the office during working hour on information of serious illness of his mother. He hurriedly calculated the amount and handed over the amount as such to a fellow bank employee and rushed to his house. It was a serious paralytic attack to his mother. There was no shortage, but was miscalculation made hurriedly which was made good on the very day. It had been also the contention of the workman, that he has not done it intentionally with a view to misappropriate the amount of 18,00 rupees. He had worked throughout his career honestly and has returned 5,000 rupees to the Manager of the bank which was deposited excessive by an unknown customer and that amount is still lying in suspense account of the bank.

On perusal of the material on record, it is proved that on second enquiry, the enquiry officer adopted a reasonable and fair procedure for conducting enquiry and also afforded every possible opportunity of being heard to both of the parties.

There is a difference in conducting a fair enquiry and the decision making of the enquiry officer on the basis of the materials on record. There may be cases where the enquiry might have been conducted in a very fair and reasonable manner, but the decision making, which is an adjudicatory process is questioned. In a fair enquiry, the evidence is adduced by the parties as per the procedure laid down and in accordance with the principle of natural justice, whereas, the findings are based on the evaluation of evidence by the enquiry officer. So, I am not inclined to accept the contention of learned counsel for the management that once the enquiry is held to be conducted in a fair and reasonable manner, the chapter is closed and only opportunity available to the workman is hearing on quantum of punishment. Manner of conducting enquiry is altogether different no doubt, has close nexus, with the adjudicatory process on the basis of which enquiry officer reaches to the conclusion. Thus perversity of judging is always open for challenge.

There is a difference in misappropriation of money and act done by mistake. For misappropriation of money, intention to use the money of the bank for the personal use by the employee is essential ingredient. If it lacks, it will amount to the mistake on the part of the employee. The parameter, whether a particular act is mistake or misappropriation of money is whether a man of prudent will act in the same manner, in the similar circumstances as the workman has acted? The enquiry officer has not at all considered the plea of the workman that due to the sudden information of serious illness of his mother, he had to rush up to his house hurriedly. It is not in question that his mother was not seriously ill. There is miswriting in long

book only. In rest of the documents, all the entries are correct. The cumulative effect of these facts shows that a man of prudent, in the similar circumstances could have acted in the same manner as the workman had. In my opinion, it was only the mistake on the part of the workman which was done under a sudden information regarding the serious illness of his mother. On the very day, without delay he has made the amount good without latches on his part. This contention is supported by two circumstances which are as follows:—

1. The previous enquiry was summarily conducted on the basis of conditional admission of the workman dated 19-4-90 that his case be decided under Para 19.12 (e) of first bipartite settlement. On this condition, the enquiry officer gave a finding just on the admission of the workman. These circumstances shows that enquiry officer was also satisfied about the act to be a mistake on the part of the workman and not a serious misconduct. It is true that disciplinary authority was not satisfied with the finding of the enquiry officer based on conditional admission and ordered for a full-fledged enquiry to which he was authorized by law.
2. The enquiry officer had ignored this fact that while working on receipt counter, this workman has received Rs. 5,000/- in excess by some unknown customer of the bank. The same was returned to the manager which is still lying in the suspense account of the bank. This contention of the workman is un rebutted and capable to be relied upon.

These two circumstances and the other circumstances stated earlier, cumulatively prove that it was only mistake on the part of the workman and not a misappropriation of money. From the entire evidence on record which was available to the enquiry officer, the intention of misappropriation is not reflected. A man is slave of the circumstances. While working on Government seat, he is still kept behind such circumstantial bondages. In this case, the circumstances are clear under which this mistake was committed by the workman. No doubt, he should have been cautious regarding the money of the customers of the bank, but such failure cannot be said to be the misappropriation of amount. Thus, I am of the firm view that it was an unintentional mistake on the part of the workman which cannot be termed as misappropriation of bank money.

Enquiry officer was not justified by ordering that the misappropriation of amount is proved. These are the perverse findings which are liable to set aside and are substituted with the finding that it was a mistake on the

part of the workman and he should have been punished only for such mistake and not for the misappropriation of the amount under the provisions of bipartite settlement for minor punishments. It is also the principle of service jurisprudence that punishment to the workman should be proportionate to the committed misconduct. For misappropriation of the Government money, dismissal from the service may be the proportionate punishment but this Tribunal has held that enquiry officer was perverse while giving the finding of misappropriation of money. Thus, the punishment awarded by the disciplinary authority also deserves to be substituted.

Justice delivery is the living organism. It breathes like other living creatures. The people are enjoying right to equality, freedom of life and personal liberty and other such basic rights proved, the justice is breathing. It is the duty of the Tribunal to let justice breathe. Punishment of dismissal is the economic death of an employee, it not only affects him but his family and social life too. This punishment should be awarded strictly under the provisions of law not otherwise. If it is not done, the justice will stop breathing. Accordingly, I am substituting the punishment of dismissal from the services awarded by the disciplinary authority and approved by the appellate authority with the punishment of stoppage of two increments with cumulative effect for the year in question and the succeeding year. The bank is accordingly directed to reinstate the workman within one month from the date of publication of this award. Considering the facts and circumstances of the case, I am also of the view that workman will be entitled for full back wages, continuity of service and seniority. If all these benefits are given to the workman within one month from the date of publication of this award, the bank need not to pay any interest. Failing in compliance of this award, workman will also be entitled for an interest @ 8% per annum from the date of accrued of the amount till final payment.

Appropriate Government be approached for publication of the award. Thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 19 फरवरी, 2009

का.आ. 669.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री अन्नथा ग्रामीण बैंक, अनन्तपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-02-2009 को प्राप्त हुआ था।

[फाइल संख्या संलग्नक में अंकित हैं]

अजय कुमार, डेस्क अधिकारी

ANNEXURE

S.No.	I.D. No.	Name of workman Sri/Smt/Ms.	Year of appointment	Reference Order Number	Date of the Reference Order
(1)	(2)	(3)	(4)	(5)	(6)
1.	2/2003	K.M.Gangamma	1996	L-12012/184/2002-IR (B-I)	10-12-2002
2.	3/2003	C. Laxamma	1996	L-12012/185/2002-IR (B-I)	26-11-2002
3.	4/2003	S. Rabiya	1997	L-12012/186/2002-IR (B-I)	26-11-2002
4.	5/2003	S. Fatima	1995	L-12012/187/2002-IR (B-I)	10-12-2002
5.	6/2003	T. Shivamma	1995	L-12012/188/2002-IR (B-I)	29-11-2002
6.	7/2003	B.Krupavathi	1995	L-12012/192/2002-IR (B-I)	31-12-2002
7.	8/2003	N. Ramaiah	1981	L-12012/193/2002-IR (B-I)	31-12-2002
8.	20/2003	N. Srinivasulu	1989	L-12012/250/2002-IR (B-I)	29-1-2003
9.	21/2003	C. Narayana Swamy	1984	L-12012/249/2002-IR (B-I)	29-1-2003
10.	22/2003	A. Padmavathi	1994	L-12012/248/2002-IR (B-I)	29-1-2003
11.	23/2003	E. Ramanjaneyulu	1990	L-12012/247/2002-IR (B-I)	29-1-2003
12.	24/2003	Chakali Timma Raju	1991	L-12012/246/2002-IR (B-I)	29-1-2003
13.	25/2003	B. Laxmi Devi	1994	L-12012/191/2002-IR (B-I)	29-1-2003
14.	34/2003	A. Narayanamma	1982	L-12012/251/2002-IR (B-I)	6-2-2003
15.	35/2003	Talari Ratnamma	2000	L-12012/252/2002-IR (B-I)	6-2-2003
16.	43/2003	M. Gangulamma	1987	L-12012/310/2002-IR (B-I)	25-4-2003
17.	44/2003	Shaik Shahib Bee	1984	L-12012/303/2002-IR (B-I)	29-4-2003
18.	45/2003	Golla Saraswathi	2001	L-12012/309/2002-IR (B-I)	29-4-2003
19.	46/2003	Vetti Obulesu	1991	L-12012/308/2002-IR (B-I)	29-4-2003
20.	47/2003	Sangala Jayamma	1984	L-12012/301/2002-IR (B-I)	25-4-2003
21.	48/2003	P.Lakshnamma	1986	L-12012/304/2002-IR (B-I)	29-4-2003
22.	49/2003	Katlakanti Venkatamma	1986	L-12012/306/2002-IR (B-I)	29-4-2003
23.	50/2003	Boya Laxmi Devi	—	L-12012/307/2002-IR (B-I)	29-4-2003
24.	60/2003	Pujari Ramanjineyulu	1996	L-12012/331/2002-IR (B-I)	27-5-2003
25.	61/2003	Marajala Nagamma	1985	L-12012/334/2002-IR (B-I)	27-5-2003
26.	62/2003	B. Gurupadamma	1993	L-12012/335/2002-IR (B-I)	27-5-2003
27.	63/2003	Shaik Khasim Saheb	1989	L-12012/336/2002-IR (B-I)	22-5-2003
28.	64/2003	M. Laxamma	1996	L-12012/29/2003-IR (B-I)	30-5-2003
29.	65/2003	Boya Laxamma	1996	L-12012/30/2003-IR (B-I)	30-5-2003
30.	66/2003	K. Narasamma	1996	L-12012/31/2003-IR (B-I)	30-5-2003
31.	71/2003	Busi Narayanaswamy	1996	L-12012/332/2002-IR (B-I)	6-6-2003
32.	72/2003	K. Rabiya Bee	1996	L-12012/333/2002-IR (B-I)	6-6-2003
33.	73/2003	Vaddi Venkatamma	1987	L-12012/32/2003-IR (B-I)	6-6-2003
34.	74/2003	T. Nagamma	1999	L-12012/33/2003-IR (B-I)	6-6-2003
35.	75/2003	M. Yerri Swamy	2001	L-12012/33/2003-IR (B-I)	20-6-2003

(1)	(2)	(3)	(4)	(5)	(6)
36.	76/2003	A. Srinivasulu	1995	L-12012/41/2003-IR (B-I)	20-6-2003
37.	77/2003	Adi Andhra Pakirappa	1995	L-12012/42/2003-IR (B-I)	20-6-2003
38.	78/2003	P. Eswaraiah	1995	L-12012/43/2003-IR (B-I)	20-6-2003
39.	79/2003	Kore Pullaiah	1995	L-12012/44/2003-IR (B-I)	20-6-2003
40.	80/2003	Shaik Habeeb	1995	L-12012/45/2003-IR (B-I)	30-6-2003
41.	81/2003	Kuruba Subbamma	1990	L-12012/46/2003-IR (B-I)	30-6-2003
42.	82/2003	J. Anjaneyulu	1995	L-12012/47/2003-IR (B-I)	20-6-2003
43.	90/2003	Vadla Krishnamachari	1992	L-12012/186/2003-IR (B-I)	31-10-2003
44.	91/2003	Y. Munemma	1996	L-12012/187/2003-IR (B-I)	31-10-2003
45.	92/2003	S. Eswaraiah	1987	L-12012/188/2003-IR (B-I)	31-10-2003

New Delhi, the 19th February, 2009

S.O. 669.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Common Award in 45 disputes of Central Government Industrial Tribunal-Cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of Sree Anantha Grameena Bank, Anantpur and their workmen, received by the Central Government on 16-02-2009..

[No. of files are mentioned in Annexure of this notification]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 5th day of November, 2008

Industrial Dispute Nos. 2-8/2003, 20-25/2003, 34-35/2003, 43-50/2003, 60-66/2003, 71-82/2003 & 90-92/2003

BETWEEN

S.No.	I.D. No.	Name of workman Sri/Smt/Ms.	Year of appointment	Reference Order Number	Date of the Reference Order
(1)	(2)	(3)	(4)	(5)	(6)
1.	2/2003	K. M. Gangamma	1996	L-12012/184/2002-IR (B-I)	10-12-2002
2.	3/2003	C. Laxamma	1996	L-12012/185/2002-IR (B-I)	26-11-2002
3.	4/2003	S. Rabiya	1997	L-12012/186/2002-IR (B-I)	26-11-2002
4.	5/2003	S. Fatima	1995	L-12012/187/2002-IR (B-I)	10-12-2002
5.	6/2003	T. Shivamma	1995	L-12012/188/2002-IR (B-I)	29-11-2002
6.	7/2003	B. Krupavathi	1995	L-12012/192/2002-IR (B-I)	31-12-2002
7.	8/2003	N. Ramaiah	1981	L-12012/193/2002-IR (B-I)	31-12-2002
8.	20/2003	N. Srinivasulu	1989	L-12012/250/2002-IR (B-I)	29-1-2003
9.	21/2003	C. Narayana Swamy	1984	L-12012/249/2002-IR (B-I)	29-1-2003

(1)	(2)	(3)	(4)	(5)	(6)
10.	22/2003	A. Padmavathi	1994	L-12012/248/2002-IR (B-I)	29-1-2003
11.	23/2003	E. Ramanjanyulu	1990	L-12012/247/2002-IR (B-I)	29-1-2003
12.	24/2003	Chakali Timma Raju	1991	L-12012/246/2002-IR (B-I)	29-1-2003
13.	25/2003	B. Laxmi Devi	1994	L-12012/191/2002-IR (B-I)	29-1-2003
14.	34/2003	A. Narayanamma	1982	L-12012/251/2002-IR (B-I)	6-2-2003
15.	35/2003	Talari Ratnamma	2000	L-12012/252/2002-IR (B-I)	6-2-2003
16.	43/2003	M. Gangulamma	1987	L-12012/310/2002-IR (B-I)	25-4-2003
17.	44/2003	Shaik Shahib Bee	1984	L-12012/303/2002-IR (B-I)	29-4-2003
18.	45/2003	Golla Saraswathi	2001	L-12012/309/2002-IR (B-I)	29-4-2003
19.	46/2003	Vetti Obulesu	1991	L-12012/308/2002-IR (B-I)	29-4-2003
20.	47/2003	Sangala Jayamma	1984	L-12012/301/2002-IR (B-I)	25-4-2003
21.	48/2003	P. Lakshnamma	1986	L-12012/304/2002-IR (B-I)	29-4-2003
22.	49/2003	Katakanti Venkatamma	1986	L-12012/306/2002-IR (B-I)	29-4-2003
23.	50/2003	Boya Laxmi Devi	—	L-12012/307/2002-IR (B-I)	29-4-2003
24.	60/2003	Pujari Ramanjanyulu	1996	L-12012/331/2002-IR (B-I)	27-5-2003
25.	61/2003	Marajala Nagamma	1985	L-12012/334/2002-IR (B-I)	27-5-2003
26.	62/2003	B. Gurupadamma	1993	L-12012/335/2002-IR (B-I)	27-5-2003
27.	63/2003	Shaik Khasim Saheb	1989	L-12012/336/2002-IR (B-I)	22-5-2003
28.	64/2003	M. Laxamma	1996	L-12012/29/2003-IR (B-I)	30-5-2003
29.	65/2003	Boya Laxamma	1996	L-12012/30/2003-IR (B-I)	30-5-2003
30.	66/2003	K. Narasamma	1996	L-12012/31/2003-IR (B-I)	30-5-2003
31.	71/2003	Busi Narayanaswamy	1996	L-12012/332/2002-IR (B-I)	06-6-2003
32.	72/2003	K. Rabiya Bee	1996	L-12012/333/2002-IR (B-I)	06-6-2003
33.	73/2003	Vaddi Venkatamma	1987	L-12012/32/2003-IR (B-I)	06-6-2003
34.	74/2003	T. Nagamma	1999	L-12012/33/2003-IR (B-I)	06-6-2003
35.	75/2003	M. Yerri Swamy	2001	L-12012/33/2003-IR (B-I)	20-6-2003
36.	76/2003	A. Srinivasulu	1995	L-12012/41/2003-IR (B-I)	20-6-2003
37.	77/2003	Adi Andhra Pakirappa	1995	L-12012/42/2003-IR (B-I)	20-6-2003
38.	78/2003	P. Eswaraiah	1995	L-12012/43/2003-IR (B-I)	20-6-2003
39.	79/2003	Kore Pullaiah	1995	L-12012/44/2003-IR (B-I)	20-6-2003
40.	80/2003	Shaik Habeeb	1995	L-12012/45/2003-IR (B-I)	30-6-2003
41.	81/2003	Kuruba Subbamma	1990	L-12012/46/2003-IR (B-I)	30-6-2003
42.	82/2003	J. Anjaneyulu	1995	L-12012/47/2003-IR (B-I)	20-6-2003
43.	90/2003	Vadla Krishnamachari	1992	L-12012/186/2003-IR (B-I)	31-10-2003
44.	91/2003	Y. Munemma	1996	L-12012/187/2003-IR (B-I)	31-10-2003
45.	92/2003	S. Eswaraiah	1987	L-12012/188/2003-IR (B-I)	31-10-2003

In all the above 45 dispute petitioners are represented by the following union :

The General Secretary,
A.P. Regional Rural Banks
Employees Association, B-3, F-14,
Amrutha Arcade, Opp: Venkataramana
Theatre, Kachiguda Station Road,
Hyderabad-500 027.

... Petitioner/Union

AND

The Chairman,
Sree Anantha Grameena Bank,
H.O. Dr. B.R. Ambedkar Road,
Anantpur-515001.

... Respondent

APPEARANCES

For the Petitioner : M/s. B.S.A. Satyanarayana,
Suresh Kumar & P.V. Rao
Advocates

For the Respondent : M/s. K. Srinivasa Murthy,
V. Umadevi, C. Vijaya Sekhar
Reddy, S. Vijay Venkatesh
B.V.L. Vani & L. Adibabu,
Advocates

COMMON AWARD

The Government of India, Ministry of Labour by its orders as mentioned in the cause title referred 45 industrial disputes under Section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Sree Anantha Grameena Bank and their workmen. A common Award is passed in all the 45 disputes for convenience as the cause of action is same in all. The reference is,

SCHEDULE

" Whether the action of the management of Sree Anantha Grameena Bank, Anantpur in terminating the services of Ms. K.M. Gangamma (and other 44 workmen as per cause title), Sweeper is justified? If not, what relief the applicant is entitled?" [Subject matter of the Schedule is same in all the above 45 cases, hence first one is taken in this common award]

2. The Petitioner Union filed claim statement stating that the workmen were continuously employed as sweepers and their services were terminated w.e.f. 30-4-2002 and confirmed the same vide orders No. 124/32/PD.CST/2002 dated 6-5-2002 of the respondent bank. The said decision of the bank, said to have been taken in the light of the NABARD/GOI/ Sponsor Bank guide lines communicated on the award of NIT is not correct, because the award relates to 1990. The claim of the workmen is that, the workmen were engaged for more than 6 years, for more than 5 to 6 hours a day and were attending to duties of the

regular messengers and also duties of sweeping, scavenging and fetching water etc. Therefore, it is submitted that the workmen are therefore entitled for reinstatement with all attendant benefits, wages on par with regular staff with effect from the date of initial engagement of the workmen and absorption of the workmen in regular establishment.

3. A counter was filed by the respondent bank. It is submitted that the Government of India issued instructions to RRBs for implementation of the NIT Award read with Equation committee Report vide their Cir. No. 11-3/90/RRB (1), dated 22-2-1991. In order to overcome certain operational problems in implementation of the NIT Award; a working group under the chairmanship of Chief General Managers of NABARD, Sri R.C. Gupta was constituted along with other members. In view of the Gupta Committee recommendations, NABARD issued guidelines vide Cir. No. C. 4559/(316)/gen/92-93, dated 20-3-1993 regarding implementation of NIT Award. The following are the guidelines regarding messengers and sweeper-cum-messengers:

1. Wherever a full time messenger-cum-sweeper is deployed, no separate sweeper shall be provided and the full time messenger-cum-sweeper shall perform both the duties.
2. As part of regularization of the sub-ordinate staff, all such employees be redesignated as messenger-cum-sweepers and all subsequent recruitments should be for the combined designation i.e., messenger-cum-sweepers, driver-cum-messengers.

4. It is submitted that there is no provision either in the Award or the Gupta Committee report for creating posts of sweepers. As such, the question of regularization of the services of the petitioners does not arise. The union has to prove its allegation that the workmen were engaged continuously as sweepers from their initial appointment. It is denied that the workmen worked 5 to 6 hours daily. The workmen's services were dispensed with in terms of circular No. 124/34/PD/CST/2002 dated 6-5-2002. Hence, the workmen are not entitled to any relief and have no claim for any employment in the bank.

5. The claimant union filed chief examination affidavits on behalf of the workmen and reiterated the facts mentioned in the claim statement. Later, for several adjournments the petitioner/union did not turn up for cross-examination. As such, evidence of workmen/claimant union is closed.

6. Both parties are absent for several adjournments. It seems that workmen/petitioner union is not interested in proceeding further in this case. There is nothing on record to support the case of the petitioner union. Therefore, it is held that the action of the management of Sree Anantha Grameena Bank, Anantpur in terminating the services of

Ms. K.M. Gangamma, Sweeper and 44 other workmen listed as per cause title above in the award, is justified and the applicants are not entitled to any relief.

Accordingly an Award is passed in all these 45 cases, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 5th day of November, 2008.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined
for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 25 फरवरी, 2009

का.आ. 670.—जबकि मैसर्स टटा टेक्नोलॉजीज (इंडिया) लि. पुणे [पुणे क्षेत्र में कोड संख्या एमएच/32389 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-10-1996 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/14/2001-एस.एस.-II]

ए. के. गुप्ता, अवर सचिव

New Delhi, the 25th February, 2009

S.O. 670.—Whereas M/s. Tata Technologies (India) Ltd., Pune [under Code No. MH/32389 in Pune Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section

17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-10-1996 until further notification.

[No. S-35015/14/2001-SS-II]

A.K. GUPTA, Under Secy.

नई दिल्ली, 27 फरवरी, 2009

का.आ. 671.—जबकि मैसर्स जे.के. लक्ष्मी सीमेंट लि. दिल्ली [दिल्ली (उत्तरी) क्षेत्र में कोड संख्या डी एल/2806 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं हैं और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-05-1971 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/21/2008-एस.एस.-II]

ए. के. गुप्ता, अवर सचिव

New Delhi, the 27th February, 2009

S.O. 671.—Whereas M/s. J.K. Lakshmi Cement Ltd., Delhi [under Code No. DL/2806 in Delhi (North)]

Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-05-1971 until further notification.

[No. S-35015/21/2008-SS-II]

A. K. GUPTA, Under Secy.

नई दिल्ली, 27 फरवरी, 2009

का.आ. 672.—जबकि मैसर्स रिलायंस इंफोकॉम लि. मुम्बई [मुम्बई-1 क्षेत्र में कोड संख्या एमएच/46459 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-04-2002 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/6/2008-एस.एस. II]

ए. के. गुप्ता, अवर सचिव

New Delhi, the 27th February, 2009

S.O. 672.—Whereas M/s. Reliance Infocom Ltd. Mumbai [under Code No. MH/46459 in Mumbai-1 Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-04-2002 until further notification.

[No. S-35015/6/2008-SS-II]

A. K. GUPTA, Under Secy.

नई दिल्ली, 27 फरवरी, 2009

का.आ. 673.—जबकि मैसर्स रिलायंस नेक्स्ट लिंक (प्रा.) लि. मुम्बई [महाराष्ट्र क्षेत्र में कोड संख्या एमएच/46585 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 29-5-2002 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/06/2006-एस.एस. II]

ए. के. गुप्ता, अवर सचिव

New Delhi, the 27th February, 2009

S.O. 673.—Whereas, M/s. Reliance Next Link (P) Ltd. Mumbai [under Code No. MH/46585 in Maharashtra Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And, whereas, in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 29-05-2002 until further notification.

[No. S-35015/06/2006-SS-II]

A. K. GUPTA, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 674.—जबकि मैसर्स रिलायंस कम्यूनिकेशन इन्फ्रास्ट्रक्चर लि. [मुम्बई-1 कोड संख्या एमएच/46711 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और, जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः, केन्द्र सरकार, एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-12-2000 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/07/2006-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 674.—Whereas, M/s. Reliance Communication Infrastructure Ltd. [under Code No. MH/46711 in Mumbai-1 Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And, whereas, in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-12-2000 until further notification.

[No. S-35015/07/2006-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 675.—जबकि, मैसर्स राजस्थान हूग एंड फार्मास्युटिकल्स लि. [मुम्बई-1 कोड संख्या आर जे/280 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और, जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः, केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त

उपबंधों के प्रचालन से 01-08-1998 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/29/2007-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 675.—Whereas, M/s. Rajasthan Drug & Pharmaceuticals Ltd. [under Code No. RJ/2501 in Rajasthan Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-08-1988 until further notification.

[No. S-35015/29/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 676.—जबकि मैसर्स अमेरिकन एक्सप्रेस इंडिया प्रा. लि. [दिल्ली- (दक्षिण) कोड संख्या डी एल/19614 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 22-09-1997 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/28/2007-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 676.—Whereas M/s. American Express India Private Ltd. [under Code No. DL/19614 in Delhi (South) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Sections 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 22-09-1997 until further notification.

[No. S-35015/28/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 677.—जबकि मैसर्स रिलायंस टेलिकॉम लि. [मुम्बई-1 कोड संख्या एमएच/43275 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचलन से 01-04-1998 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/21/2007-एस.एस.- II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 677.—Whereas M/s. Reliance Telecom Ltd.[under Code No. MH/43275 in Mumbai-I Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-04-1988 until further notification.

[No. S-35015/21/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 678.—जबकि मैसर्स नेस्ले इंडिया लि. (दिल्ली-(उत्तरी) कोड संख्या डीएल/4398 के अधीन) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचलन से 01-12-1991 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/57/2007-एस.एस.- II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 678.—Whereas M/s. Nestle India Ltd.[under Code No. DL/4398 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-12-1991 until further notification.

[No. S-35015/57/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 679.—जबकि मैसर्स सेन्ट्रल कॉटेज इन्डस्ट्रीज कॉर्पोरेशन ऑफ इंडिया लि. (दिल्ली-(उत्तरी) कोड संख्या डीएल/1361 के अधीन) (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 12-08-1964 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/05/2008-एस.एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 679.—Whereas M/s. Central Cottage Industries Corporation of India Ltd. [under Code No. DL/1361 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act)

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 12-08-1964 until further notification.

[No. S-35015/5/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 680.—जबकि मैसर्स हिन्दुस्तान कंप्यूटर लि. [उत्तर प्रदेश कोड संख्या यू. पी. 11476 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-08-1986 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/23/2008-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 680.—Whereas M/s. Hindustan Computer Ltd. [under Code No. UP/11476 in RO Uttar Pradesh Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-08-1986 until further notification.

[No. S-35015/23/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 2 मार्च, 2009

का.आ. 681.—जबकि मैसर्स एस.बी.आई. कैपिटल मार्किट्स लि. [मुम्बई-1 कोड संख्या एम.एच./ 37395 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-08-1994 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/26/2008-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd March, 2009

S.O. 681.—Whereas M/s. SBI Capital Markets Ltd. [under Code No. MH/37395 in Mumbai-I Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-08-1994 until further notification.

[No. S-35015/26/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

का.आ. 682.—जबकि मैसर्स हेवलेट पेकार्ड इंडिया सेल्स (प्रा.) लि. [कर्नाटक कोड संख्या के.एन. /18846 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी

भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 12-03-1980 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/03/2006-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 682.—Whereas M/s. Hewlett Packard India Sales (P) Ltd. [under Code No. KN/18846 in Karnataka Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-03-1999 until further notification.

[No. S-35015/03/2006-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

का.आ. 683.—जबकि मैसर्स हॉकिन्स कुर्सेस लि. [मुम्बई-1 कोड संख्या एमएच/6333 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों

के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-06-1988 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/52/2007-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 683.—Whereas M/s. Hawkins Cookers Ltd. [under Code No. MH/6333 in Mumbai-1 Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-06-1988 until further notification.

[No. S-35015/52/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

का.आ. 684.—जबकि मैसर्स केन फिन होम्स लि. [कर्नाटक कोड संख्या के.एन/16246 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना, 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-01-1991 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/06/2007-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 684.—Whereas M/s. Can Fin Homes Ltd. [under Code No. KN/16246 in Karnataka Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-01-1991 until further notification.

[No. S-35015/6/2007-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

का.आ. 685.—जबकि मैसर्स डी सी एम श्रीराम इन्डस्ट्रीज लि. [दिल्ली (उत्तरी) कोड संख्या डी एल /13210 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त

अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 25-02-2009 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/17/2008-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 685.—Whereas M/s. DCM Shriram Industries Ltd. [under Code No. DL/13210 in Delhi (North) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 25-02-2009 until further notification.

[No. S-35015/17/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

क्र.आ. 686.—जबकि मैसर्स निट लि. [दिल्ली (दक्षिणी) कोड संख्या डी एन 7658 के अधीन] (एतदुपरान्त प्रतिष्ठान के

रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-05-1986 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/14/2008-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 686.—Whereas M/s. NIIT Ltd. [under Code No. DL/7658 in Delhi (South) Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-05-1986 until further notification.

[No. S-35015/14/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

का.आ. 687.—जबकि मैसर्स रिलायंस रिटेल लि. [मुम्बई-1 कोड संख्या एम एच/48270 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 01-05-2006 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/07/2008-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 687.—Whereas M/s. Reliance Retail Ltd. [under Code No. MH/48270 in Mumbai-I Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-05-2006 until further notification.

[No. S-35015/7/2008-SS-II]

S. D. XAVIER, Under Secy.

नई दिल्ली, 3 मार्च, 2009

का.आ. 688.—जबकि मैसर्स हिन्दुस्तान कॉपर लि. [कोलकाता कोड संख्या डब्ल्यू बी/15008 के अधीन] (एतदुपरान्त प्रतिष्ठान के रूप में संदर्भित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (एतदुपरान्त अधिनियम के रूप में संदर्भित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन दिया है।

2. और जबकि, केन्द्र सरकार के विचार में अंशदान दर के मामले में उक्त प्रतिष्ठान के भविष्य निधि के नियम उसके कर्मचारियों के लिए उक्त अधिनियम की धारा 6 में विनिर्दिष्ट नियमों की तुलना में कम हितकर नहीं है और कर्मचारी भी समान प्रकृति के किसी अन्य प्रतिष्ठान के कर्मचारियों के संबंध में उक्त अधिनियम या कर्मचारी भविष्य निधि योजना 1952 (एतदुपरान्त योजना के रूप में संदर्भित) के अंतर्गत अन्य भविष्य निधि लाभ भी प्राप्त कर रहे हैं।

3. अतः केन्द्र सरकार एतद्वारा, अब उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इस संबंध में समय-समय पर विनिर्दिष्ट शर्तों को ध्यान में रखते हुए, उक्त प्रतिष्ठान को उक्त योजना के समस्त उपबंधों के प्रचालन से 12-03-1980 से अगली अधिसूचना तक के लिए छूट प्रदान करती है।

[सं. एस-35015/03/2008-एस. एस.-II]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 3rd March, 2009

S.O. 688.—Whereas M/s. Hindustan Copper Ltd. [under Code No. WB/15008 in Kolkata Region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in this regard from time to time, the Central Government, hereby, exempts

the said establishment from the operation of all the provisions of the said Scheme with effect from 12-03-1980 until further notification.

[No. S-35015/03/2008-SS-II]

S. D. XAVIER, Under Secy.

आदेश

नई दिल्ली, 3 मार्च, 2009

क्र. आ. 689.—जबकि केन्द्र सरकार का यह मत है कि बजाज इलेक्ट्रिकल्स लि. के प्रबंधन के संबंध में नियोक्ताओं और उनके कामगारों के बीच इसके साथ संलग्न अनुसूची में उल्लिखित मामलों के संबंध में एक औद्योगिक विवाद है।

और जबकि, संघ ने उनके मामले में संरक्षण कार्यवाहियां शुरू करने के लिए केन्द्र सरकार को एक अभ्यावेदन दिया था ;

और जबकि, माननीय उच्च न्यायालय, गुजरात ने, विशेष सिविल आवेदन संख्या 30542/2007 में याचिका की सुनवाई करते समय मुख्य श्रमायुक्त (केन्द्रीय), नई दिल्ली को इस विवाद में संरक्षण कार्यवाहियां करने और इसकी रिपोर्ट केन्द्र सरकार को भेजने का निदेश दिया है ;

और जबकि, माननीय उच्च न्यायालय ने मुख्य श्रमायुक्त (केन्द्रीय), नई दिल्ली से रिपोर्ट मिलने के पश्चात् औद्योगिक विवाद अधिनियम, 1947 की धारा 12 (5) के अंतर्गत समुचित आदेश पारित करने के लिए केन्द्र सरकार को निदेश भी दिया है ;

और जबकि, केन्द्र सरकार का, मुख्य श्रमायुक्त (केन्द्रीय), नई दिल्ली की रिपोर्ट पर विचार करने के पश्चात् यह मत है कि उक्त विवाद का न्यायनिर्णय राष्ट्रीय औद्योगिक न्यायाधिकरण द्वारा किया जाना चाहिए;

अतः अब, केन्द्र सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 10 (1क) के साथ पठित धारा 7ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा एक राष्ट्रीय औद्योगिक न्यायाधिकरण का गठित करती है जिसका मुख्यालय मुम्बई में होगा एवं श्री सी.पी. मिश्रा, वर्तमान में पीठासीन अधिकारी, सी जी आई टी-सह-श्रम न्यायालय कोलकाता को इसके पीठासीन अधिकारी के रूप में नियुक्त करती है। राष्ट्रीय औद्योगिक न्यायाधिकरण 6 महीनों की अवधि के भीतर अपना पंचाट देना।

अनुसूची

"क्या बजाज इलेक्ट्रिकल्स लि. के प्रबंधन की कार्यवाई (i) अनुबंध के अनुसार 512 स्थायी कर्मचारियों की नफरी न बनाए रखना, और (ii) सम्पूर्ण भारत में कम्पनी की भिन्न-भिन्न शाखाओं में कार्यरत सी एंड एफ एजेंटों द्वारा लगाए गए कामगारों को खपाने के मामले में दिनांक 11-12-2004 के द्विपक्षीय समझौते को क्रियान्वित

न करना विधिक एवं न्यायसंगत है ? यदि नहीं, तो कामगार किस राहत को पाने के पात्र हैं ?"

[सं. एल-42011/7/2009-आई आर (डीयू.)]

सुनेन्द्र सिंह, डेप्ट अफ़ीकरी

आदेश संख्या एल-42011/7/2009-आई आर (डी. यू.), दिनांक 03-03-2009 की अनुसूची में उल्लिखित अनुबंध

क्रम संख्या	स्थान	कर्मचार संख्या
1.	मुम्बई (मु. का, शे. का. और रा. का.)	128
2.	पुणे	10
3.	वर्धा	16
4.	अहमदाबाद	20
5.	इन्दौर	15
6.	रायपुर	20
7.	कोलकाता (शे. का. और रा. का.)	50
8.	भुवनेश्वर	14
9.	गुवाहाटी	14
10.	पटना	18
11.	बंगलौर (शे. का. और रा. का.)	18
12.	चेन्नै	15
13.	हैदराबाद	15
14.	कोयंबटूर	20
15.	कोचीन	26
16.	दिल्ली (शे. का. मु. का. वि. और रा. का.)	38
17.	नोएडा (पूर्व में दिल्ली-II के रूप में जाना जाता था)	03
18.	जयपुर	15
19.	चंडीगढ़	10
20.	लखनऊ (पूर्व में कानपुर में था)	18
	न्यूनतम नफरी सुनिश्चित करने के लिए लोचनीय कोटा	29
कुल न्यूनतम नफरी (अ. पा.)		512

शब्द संक्षेप : मु. का. : मुख्य कार्यालय

शे. का. : क्षेत्रीय कार्यालय

रा. का. : शाखा कार्यालय

मु. का. वि. : मुख्य कार्यालय विभाग

अ. पा. : अखिल भारत

ORDER

New Delhi, the 3rd March, 2009

S.O. 689.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Bajaj Electricals Limited and their workmen in respect of the matters specified in the schedule hereto annexed.

And Whereas, the union made a representation to the Central Government to initiate conciliation proceedings in the matter ;

And Whereas, the Hon'ble High Court of Gujarat, while hearing the petition in Special Civil Application No. 30542/2007 has directed the Chief Labour Commissioner (Central), New Delhi to hold conciliation proceedings in the dispute and send the report to the Central Government ;

And Whereas, The Hon'ble High Court has also directed the Central Government to pass appropriate order under Section 12(5) of the Industrial Disputes Act, 1947, after receipt of the report from the Chief Labour Commissioner (C), New Delhi ;

And Whereas, the Central Government, after considering the report of the Chief Labour Commissioner (Central), New Delhi is of the opinion that the said dispute should be adjudicated by a National Industrial Tribunal ;

Now therefore, the Central Government, in exercise of the powers conferred by Section 7B of the Industrial Disputes Act, 1947 (14 of 1947) read with Section 10 (1A), hereby constitutes a National Industrial Tribunal with the Head Quarters at Mumbai and appoint Sh. C.P. Mishra, presently Presiding Officer, CGIT, Kolkata as its Presiding Officer. The National Industrial Tribunal shall give its award within a period of six months.

SCHEDULE

"Whether the action of the management of Bajaj Electricals Ltd. (i) in not maintaining a strength of 512 permanent employees, as per Annexure, and (ii) in not implementing the bipartite settlement dated 11/12/2004, in matters of absorption of workmen engaged by C&F agents working in different branches of the company all over India, is legal and justified ?" If not, to what relief the workmen are entitled ?"

[No. L-42011/7/2009-IR(DU)]

SURENDRA SINGH, Desk Officer

Annexure referred to in the Schedule to the
Order No. L - 42011/7/2009-IR (DU) dated 03-03-2009.

Sl. No.	Unit	Workmen (Nos.)
1.	Mumbai (H.O., R.O. & Br.)	128
2.	Pune	10
3.	Wardha	16
4.	Ahmedabad	20
5.	Indore	15
6.	Raipur	20
7.	Kolkatta (R.O. & Br.)	50
8.	Bhubaneswar	14
9.	Gauhati	14
10.	Patna	18
11.	Bangalore (R.O. & Br.)	18
12.	Chennai	15
13.	Hyderabad	15
14.	Coimbatore	20
15.	Cochin	26
16.	Delhi (R.O., H.O.D. & Br.)	38
17.	Noida (earlier Known as "Delhi-II")	3
18.	Jaipur	15
19.	Chandigarh	10
20.	Lucknow (earlier was at Kanpur)	18
	Flexibility quota to ensure minimum strength	29
TOTAL MINIMUM STRENGTH (A.I.)		512

Abbreviations : H.O. = Head Office,

R.O. = Regional Office

Br. = Branch Office

H.O.D. = Head Office Dept.

A.I. = All India

नई दिल्ली, 4 मार्च, 2009

का.आ. 690.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा 16 मार्च, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी

है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77,78,79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

केंद्र	गांव
तुलुकुडी जिला के एट्टयपुरम तालुक मुतालपुरम	1. चित्तालकरै 2. मुतालपुरम 3. कोट्टूर 4. तप्पति 5. करुप्पुर 6. वीरपट्टी 7. मीनाक्षीपुरम आदि के अन्तर्गत आने वाले राजस्व गांव.

[संख्या एस-38013/06/2009-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 4th March, 2009

S.O. 690.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th March, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except sub-section (1) of Section 76 and Sections 77,78,79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu namely :—

CENTER	Areas Comprising the Revenue Villages of
Muthalapuram Ettayapuram Tahik, Tuticorin District	1. Chithalakarai 2. Muthalapuram 3. Kottur 4. Thappathi 5. Karuppur 6. Veerapatti 7. Meenakshipuram

[No. S-38013/06/2009-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 4 मार्च, 2009

का.आ. 691.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मार्च, 2009 को

उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77,78,79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उत्तराखण्ड राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :-

क्रम सं.	राजस्व ग्राम का नाम	राजस्व परगना	राजस्व तहसील	राजस्व जिला
1.	किशनपुर, लालपुर, शिमला-पिस्तौर, भिगवाड़ा, भमरौला एवं फौजलपुरमेहरोला	रुद्रपुर	किच्छा	उधम सिंह नगर

[संख्या एस-38013/08/2009-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 4th March, 2009

S.O. 691.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th March, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except sub-section (1) of Section 76 and Sections 77,78,79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Uttarakhand namely :—

Sl. No.	Name of the Revenue Village	Revenue Pargana	Revenue Tehsil	District
1.	Kishanpur, Lalpur, Simla-pistour, Bhigwada, Bhamroula and Faizalpurmehrula	Rudrapur	Kichha	U.S. Nagar

[No. S-38013/08/2009-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 4 मार्च, 2009

का.आ. 692.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मार्च, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77,78,79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध

हिमाचल प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	गांव का नाम	हदबस्त नम्बर
1.	सेवला, डाकघर जाबली-	127
2.	कोटी, डाकघर जाबली-	128
3.	गहाई, डाकघर जाबली-	118
4.	नेहन, डाकघर जाबली-	121
5.	मोजामंगोटी-	105
6.	धर्मपुर, डाकघर धर्मपुर-	768
7.	काथला, डाकघर धर्मपुर-	698-99

[संख्या एस-38013/10/2009-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 4th March, 2009

S.O. 692.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th March, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Himachal Pradesh namely :—

Sl. No.	Name of the Village	Had bast No.
1.	Shewla, P.O. Jabli	127
2.	Koti, P.O. Jabli	128
3.	Gahai, P.O. Jabli	118
4.	Nohan, P.O. Jabli	121
5.	Mauja Mangothi	105
6.	Dharampur, P.O. Dharampur	768
7.	Kathla, P.O. Dharampur	698-99

[No. S-38013/10/2009-S.S. I]

S. D. XAVIER, Under Secy.

नई दिल्ली, 4 मार्च, 2009

क्र.आ. 693.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 16 मार्च, 2009 को उस

तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध उत्तराखण्ड राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

क्रम सं.	राजस्व ग्राम का नाम	राजस्व परगना	राजस्व तहसील	राजस्व जिला
1.	भीमनगर, खरमासी दवोरामस्तकीन, बरखेरा राजपूत, बघेलवाला गिरधारी, रामपुर, कुन्देशवरी, बाईजोडी, पल्टीबाजार व लालपुर		काशीपुर	उद्यम सिंह नगर

[संख्या एस-38013/09/2009-एस.एस. I]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 4th March, 2009

S.O. 693.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 16th March, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttarakhand namely :—

Sl. No.	Name of the Revenue Village	Revenue Pargana	Revenue Tehsil	District
1.	Bhimnagar, Kharnashi, Davora, Davora-mastkeen, Barkhedarajput, Baghelwala, Girdhairampura, Kundeshawari, Baijodi Paltibazar and Lalpur.		Kashipur	U.S. Nagar

[No. S-38013/09/2009-S.S. I]

S. D. XAVIER, Under Secy.